

Exhibit 7

Docket No. 7410

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**UNITED STATES BANKRUPTCY COURT
 SOUTHERN DISTRICT OF NEW YORK**

_____)	
In re:)	Case No. 12-12020 (MG)
)	
RESIDENTIAL CAPITAL, LLC, <u>et al.</u> ,)	Chapter 11
)	
Debtors.)	Jointly Administered
_____)	

**RESCAP BORROWER CLAIMS TRUST’S OMNIBUS REPLY IN SUPPORT OF ITS
 SIXTY-NINTH OMNIBUS OBJECTION TO CLAIMS
 (NO-LIABILITY BORROWER CLAIMS)
AS TO CLAIM NOS. 292, 1279, 1466, 3889, 4129, 4134, AND 4139**

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The ResCap Borrower Claims Trust (the “Borrower Trust”), established pursuant to the terms of the Plan¹ in the above-captioned Chapter 11 Cases, as successor in interest to the above-captioned Debtors with respect to Borrower Claims, by and through its undersigned counsel, hereby submits this reply (the “Reply”) and the Supplemental Declaration of Deanna Horst, Chief Claims Officer of the ResCap Liquidating Trust (the “Supplemental Declaration”), annexed hereto as Exhibit 1, to (i) the response filed by Linton C. Layne and Nancy K. Layne (“Mr. and Ms. Layne”) [Docket No. 7301] (the “Layne Response”), (ii) the response filed by Ronald and Elaine Nakamoto (“Mr. and Ms. Nakamoto”) [Docket No. 7345] (the “Nakamoto Response”) (iii) the response filed by Edward Tobias (“Mr. Tobias”) [Docket No. 7307] (the “Tobias Response”), (iv) the response filed by Tia Smith (“Ms. Smith” and collectively with Mr. and Ms. Layne, Mr. and Ms. Nakamoto, and Mr. Tobias, the “Respondents”)) [Docket No. 7300] (the “Smith Response” and collectively with the Layne Response, Nakamoto Response, and Tobias Response, the “Responses”)² to the *ResCap Borrower Claims Trust’s Sixty-Ninth Omnibus Objection to Claims (No Liability Borrower Claims)* [Docket No. 7188] (the “Objection”) and in further support of the Objection. The Borrower Trust respectfully states as follows:

PRELIMINARY STATEMENT

1. The Borrower Trust examined the Responses and the statements submitted in support thereof. For purposes of this Reply and the Objection, the Borrower Trust takes these statements at face value. If the Court is not prepared to rule on the Objection with respect to Respondents, then the Borrower Trust reserves the right to take discovery from the Respondents.

¹ Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Objection.

² The hearing on claim no. 2079 filed by Maurice Sharpe, claim no. 5066 filed by Otis Collier, and claim nos. 5573 and 5580 filed by Ronald and Julie Eriksen has been adjourned to September 30, 2014. The hearing on claim no. 5634 filed by Aubrey Manuel has been adjourned to September 8, 2014.

2. As described herein and in the Supplemental Declaration, the Borrower Trust thoroughly examined the Debtors' books and records that were prepared and kept in the course of their regularly conducted business activities (the "Books and Records") in an effort to validate the accuracy of the allegations made in the Responses and the claims at issue, and the Books and Records do not show any liability due and owing to any of the Respondents.

3. Moreover, as the Objection shifted the burden of proof back to the Respondents, the Respondents must demonstrate a valid claim against the Debtors' estates by a preponderance of the evidence. For the reasons set forth in the Objection, this Reply, and the Supplemental Declaration, the Respondents have failed to provide any explanation as to why their respective claims are valid and should be allowed against the Debtors' estates. More specifically, each of the Respondents fail to allege how they were damaged by the actions of the Debtors.

4. Mr. and Ms. Layne's allegations of liability are predicated on their incorrect belief that a lack of a record in the Washington County records office of an assignment of their note to the Debtors makes the security interest encumbering their property unenforceable. Additionally, Mr. and Ms. Layne fail to identify how, even if true, this assumption creates any liability for the Debtors. Finally, Mr. and Ms. Layne are barred from bringing this claim because they failed to affirmatively assert the Layne Claim in their bankruptcy case.

5. Mr. and Ms. Nakamoto fail to allege any wrongdoing on the part of the Debtors. For the reasons discussed herein, the Debtors properly denied the Nakamotos' escrow waiver request, and the claimants do not allege how they were damaged in any way as a result of actions taken by any Debtor entity.

6. Mr. Tobias fails to meet his burden of persuasion because he does not state any specific actions or inactions by the Debtor that would give rise to a claim against the Debtors' estates. The Debtors properly serviced the loan at issue and Mr. Tobias' overly broad and unsubstantiated allegations are insufficient to maintain a claim against the Debtors.

7. Ms. Smith fails to meet her burden because she fails to identify how any Debtor entity is liable for her alleged injuries. As set forth herein, the numerous elements of Ms. Smith's claims are either precluded by the applicable statute of limitations or are inadequately pled, and therefore cannot constitute a viable claim against the Debtors.

8. The Respondents have failed to meet their burden of proof. Accordingly, the relief sought in the Objection should be granted with respect to each of the Respondents.

BACKGROUND

9. In connection with the claims reconciliation process, the Borrower Trust identified certain claims filed by Borrowers that it believed did not constitute valid liabilities of the Debtors (together, the "No Liability Borrower Claims"). See Supplemental Declaration ¶ 4.

10. The Debtors sent Request Letters to certain Borrowers, including Mr. and Ms. Layne, Mr. and Ms. Nakamoto, Mr. Tobias, and Ms. Smith, requesting additional documentation in support of the No Liability Borrower Claims.³ See Supplemental Declaration ¶ 5. The Request Letters state that the claimant must respond within 30 days with an explanation that states the legal and factual reasons why the claimant believes he is owed money or is entitled to other relief from the Debtors, and the claimant must provide copies of any and all documentation that the claimant believes supports the basis for his claim. The Request Letters further state that if the claimant does not provide the requested explanation and supporting

³ A Request Letter was sent to Mr. and Ms. Layne on May 20, 2013, to Mr. Tobias on May 24, 2013, and to Mr. and Ms. Nakamoto, and Ms. Smith on June 21, 2013.

documentation within 30 days, the Debtors may file a formal objection to the claimant's claim, seeking to have the claim disallowed and permanently expunged. See Supplemental Declaration ¶ 5.

11. The Debtors received responses to the Request Letters from each of the Respondents (the "Diligence Responses"), copies of which are attached to the Supplemental Declaration as Exhibit A-1, Exhibit A-2, Exhibit A-3, and Exhibit A-4.⁴ However, the Diligence Responses failed to allege bases for claims against the Debtors' estates. Further, as stated in the Objection, the Books and Records do not show any liability due and owing to the Respondents. See Supplemental Declaration ¶ 6.

12. In addition to the Responses, on or about July 21, 2014, Marcus Harris ("Mr. Harris") filed a "counter claim" to the Objection (the "Harris Response"). Mr. Harris filed a proof of claim against Homecomings Financial, LLC ("Homecomings"), designated as Claim No. 1292 (the "Harris Claim"). As stated in the Objection, Mr. Harris did not provide sufficient documentation to support his claim. The Harris Response does not provide any additional information, but rather restates his confusing request that all proceeds generated from his assets should be returned to the originator of the note, himself. As a result, the Harris Response does not show how the Debtors' connection to the claimant gives rise to liability, and is not a sufficient response to the Objection. Accordingly, this Reply does not further address the Harris Response.

A. Layne Claim

13. On or about July 17, 2012, Mr. and Ms. Layne filed a proof of claim against GMAC Mortgage, LLC ("GMACM"), designated as Claim No. 292 (the "Layne

⁴The Debtors received a Diligence Response from Mr. and Ms. Layne on June 25, 2013, Mr. and Ms. Nakamoto on July 29, 2013, from Mr. Tobias on June 20, 2013, and from Ms. Smith on July 22, 2013.

Claim”), asserting a general unsecured claim in the amount of \$35,200. See Exhibit B to the Supplemental Declaration. In Box 2 of the proof of claim form (Basis for Claim), the Layne Claim provides that the basis for the claim is “Promissory Note at Closing, No Credit Given.” Nothing is appended to the proof of claim. See Exhibit A to the Objection.

14. According to the Books and Records, Sierra Pacific Mortgage Company, Inc. (“Sierra Pacific”) originated a second mortgage loan to the Mr. and Ms. Layne (the “Layne Loan”) on March 8, 2006. See Exhibit A to the Objection; see also Layne Note, attached to the Supplemental Declaration as Exhibit C. Debtor Residential Funding Company (“RFC”) purchased the loan from Sierra Pacific and subsequently transferred its interest in the loan when it was securitized and Citibank, N.A. was appointed trustee on or about August 31, 2006. See id. No Debtor currently has an interest in the loan. See Supplemental Declaration ¶ 8.

15. GMACM serviced the loan from August 4, 2006 until servicing was transferred to Ocwen on February 16, 2013. See Exhibit A to the Objection.

16. On June 29, 2009, GMACM charged-off the Layne Loan because the Debtors’ records indicated that there was not sufficient equity to support the second lien.⁵ See Layne Servicing Notes, attached to the Supplemental Declaration as Exhibit E. However, the charge-off of the Layne Loan did not remove the lien on the property nor absolve Mr. and Ms. Layne of their financial obligations under the Layne Loan. See Supplemental Declaration at ¶ 9.

17. Mr. and Ms. Layne filed for chapter 7 bankruptcy protection on or around December 14, 2010 and received an order of discharge on or around March 16, 2011 (the “Layne Bankruptcy”). See Discharge Order, attached to the Supplemental Declaration as Exhibit

⁵ In the Objection, the Borrower Trust incorrectly identified a foreclosure by Bank of America as the reason for the charge-off. Upon further review, the Borrower Trust has determined that Bank of America had not foreclosed on the property at the time of the charge-off, and that the reason for the charge-off was the Debtors’ determination that there was no equity in the property.

F. The schedules filed in the Layne Bankruptcy do not list any liquidated, unliquidated, or contingent claims against any of the Debtors that are consistent with the allegations in the Layne Claim. See Layne Schedules, attached to the Supplemental Declaration as Exhibit G. All issues of fact in the Layne Claim occurred prior to the Layne Bankruptcy.

B. Nakamoto Claim

18. On or about October 15, 2012, Mr. and Ms. Nakamoto filed a proof of claim against ResCap, claim number 1279 (the “Nakamoto Claim”), asserting a secured claim against ResCap in the amount of \$20,137.18. See Exhibit H, attached to the Supplemental Declaration. The Nakamoto Claim was reclassified as a general unsecured claim against GMACM by this Court’s *Order Granting Debtors’ Thirty-Sixth Omnibus Objection to Claims (Misclassified and Wrong Debtor Borrower Claims)* [Docket No. 5895]. In Box 2 of the proof of claim form (Basis for Claim), the Nakamoto Claim provides that the basis for the claim is “see attached.” See id. Appended to the proof of claim is a statement of the basis for the claim, which asserts that GMACM wrongfully denied a waiver of their required escrow payment. See Exhibit A to the Objection.

19. On or around April 4, 2005, Heritage Place Mortgage, Inc., a non-debtor entity, originated a loan to Mr. and Ms. Nakamoto (the “Nakamoto Loan”) in the amount of \$35,200. See Nakamoto Note, attached to the Supplemental Declaration as Exhibit I, see also Supplemental Declaration ¶ 12.

20. GMACM serviced the loan from September 8, 2005 until servicing was transferred to Ocwen on February 16, 2013. See Exhibit A to the Objection. No Debtor ever owned the Nakamoto Loan. See id.

21. The Nakamoto Loan required interest-only payments with an annual interest rate of 5.75% for the first five years (i.e. from June 2005 to May 2010). Thereafter, the

Nakamoto Loan required monthly payments of principal and interest at a rate of 3% plus the 6-month LIBOR rate as of the applicable “change date” per section 4(A) of the Note. See Nakamoto Note.

22. On April 12, 2010, the Debtors sent a letter to Mr. and Ms. Nakamoto stating that the interest rate would change to 3.5% effective June 2, 2010. See April 12 Letter, attached to the Supplemental Declaration as Exhibit J. Mr. and Ms. Nakamoto never disputed the Debtors’ application of the principal and interest to their loan balance.

23. On May 9, 2011, Mr. and Ms. Nakamoto requested a waiver of the escrow payment required by the Nakamoto Loan. See Waiver Request, attached to the Supplemental Declaration as Exhibit K. On May 12, 2011, the Debtors sent a letter to Mr. and Ms. Nakamoto denying their request, explaining that they were ineligible for a waiver under the terms of the Nakamoto Note and mortgage and the investors’ guidelines.⁶ See May 12 Letter, attached to the Supplemental Declaration as Exhibit M. Additionally, a representative of the Debtors spoke with Mr. and Ms. Nakamoto on July 12, 2011, explaining the reason for the denial as well as the loan-to-value requirement. See Nakamoto Servicing Notes, attached to the Supplemental Declaration as Exhibit N.

C. Tobias Claim

24. On or around October 22, 2012, Mr. and Ms. Tobias filed a proof of claim against ResCap, Claim No. 1466 (the “Tobias Claim”) asserting a secured claim against Homecomings in the amount of \$1,000,000.00. See Exhibit O to the Supplemental Declaration. In Box 2 of the proof of claim form (Basis for Claim), the Tobias Claim provides that the basis

⁶ The investor/servicer guidelines for the Nakamoto loan only allowed an escrow waiver when the loan to value ratio on the loan was below 70%. Additionally, the guidelines did not permit an escrow waiver when the property is not owner occupied. Since the property securing the Nakamoto Loan was an investment property, it was not eligible. See Deed of Trust, attached to the Supplemental Declaration as Exhibit L.

for the claim is “Damages based on Consumer Fraud or other claim/affirmative defenses to foreclosure requesting monetary relief.” See id. Mr. Tobias did not append anything to the Tobias Claim, and in his Diligence Response, merely provided a copy of the Consent Judgment (defined below). Mr. Tobias did not explain how the Consent Judgment related to his claim. See Supplemental Declaration ¶ 15.

25. Mr. Tobias also filed another, substantially similar proof of claim on October 22, 2012, claim number 1467 (“Claim 1467”).¹ Claim 1467 was expunged by the Court’s *Memorandum Opinion and Order Sustaining Objection to Claim No. 1467 of Suzanne Koegler and Edward Tobias* [Docket No. 7052] (the “Tobias Order”). The Court found in relevant part that “the facts asserted in the Complaint, which was filed against the Debtors in violation of the automatic stay, are insufficiently pled to form the basis of the claim.”

26. On or around September 2, 2005, GMACM originated a loan to Mr. Tobias (the “Tobias Loan”) in the amount of \$299,000 for property located at 93 Wisconsin Street, Long Beach, NY. See Tobias Note, attached to the Supplemental Declaration as Exhibit P. GMACM sold its interest in the Tobias Loan to Freddie Mac on October 20, 2005. See Exhibit A to the Objection. GMACM serviced the Tobias Loan from September 2, 2005 until servicing was transferred to Ocwen on February 16, 2013. See id.

27. Prior to filing the Tobias Claim, Mr. Tobias never disputed the terms of the Tobias Loan with GMACM. See Exhibit A to the Objection. According to the Debtors’ servicing notes for the Tobias Loan, it was never referred to foreclosure and was never delinquent. See Tobias Servicing Notes, attached to the Supplemental Declaration as Exhibit Q.

28. On November 27, 2012, Mr. Tobias requested a reprieve from making payments between December 2012 and February 2013 due to hardship from Hurricane Sandy.

On November 28, 2012, GMACM approved Mr. Tobias for a disaster forbearance plan whereby Mr. Tobias was allowed to defer making payments between December 2012 and February 2013 and GMACM agreed not to assess late charges, pursue foreclosure, or report late payments to the credit bureaus during this period. Mr. Tobias was required to make any deferred payments at the end of the forbearance period. See Exhibit A to the Objection; see also Tobias Servicing Notes.

29. GMACM complied with the forbearance plan, and the servicing notes show that after the Tobias Loan was transferred to Ocwen, Ocwen extended the forbearance plan through May 2013. See Exhibit A to the Objection; see also Tobias Servicing Notes. Mr. Tobias made a payment to Ocwen on May 31, 2013, bringing the account current. See id.

30. On October 28, 2013, Mr. Tobias filed a complaint against several defendants, including the Debtors,⁷ Ocwen, the United States of America, and Barack Obama (the “Tobias Complaint”), which purportedly lays out the case for the Tobias Claim. See Exhibit A to the Objection. In the Complaint, Mr. Tobias asserts that he requested assistance from the Debtors following Hurricane Sandy and that the defendants failed to adequately compensate him for damages that resulted from their wrongful acts. The Complaint further states that the “the defendants wrongfully engaged in illegal or other adverse actions that negatively affected the nationwide real estate market resulting in untrue or inaccurate property values at the time Mr. Tobias purchased the properties” and that Mr. Tobias sustained a loss when he sold the property securing the Tobias Loan. See Tobias Complaint, Docket No. 6881-1 Ex. A. Ocwen filed a motion to dismiss on December 26, 2013, mistakenly including GMACM as a moving defendant. Mr. Tobias responded with a letter to the judge in the case on January 7, 2014 (the

⁷ Mr. Tobias never received relief from the automatic stay.

“Tobias Letter”) in lieu of a more formal response to Ocwen’s motion to dismiss. See Tobias Letter, attached to the Tobias Response.

D. Smith Claim

31. On or about November 9, 2012, Ms. Smith filed proofs of claim against Debtors GMACM (Claim No. 3889); Homecomings Financial (Claim No. 4129); RFC (Claim No. 4134) and Residential Accredit Loans, Inc. (“Accedit”) (Claim No. 4139) (collectively, the “Smith Claims”), each asserting a general unsecured claim in the amount of \$3,000,000. See Exhibit R to the Supplemental Declaration. In Box 2 of each proof of claim form (Basis for Claim), the Smith Claims provide that the basis for the claim is “Predatory Lending, Wrongful Foreclosure.” See id. Appended to the proof of claim is the first page of the Smith Complaint (defined below). See Supplemental Declaration ¶ 18.

32. According to the Books and Records, on or around November 13, 2006 American Mortgage Network, Inc. (“AMN”) originated a loan to Ms. Smith. See Exhibit A attached to the Objection. The loan involved a mortgage in the amount of \$273,600.00 (the “Smith Loan”). See id. RFC purchased the loan from AMN and subsequently the loan was securitized where Deutsche Bank Trust Company Americas (“Deutsche”) was appointed trustee on or about January 30, 2007 (the “Securitization Trust”). See the Smith Note, showing a chain of endorsement from AMN to Deutsche, attached to the Smith Response as Exhibit 6.⁸

33. Homecomings serviced the loan from December 29, 2006 until servicing was transferred to Aurora Loan Servicing (“Aurora”) on April 1, 2008. See Exhibit A attached to the Objection.

⁸ It was the Debtors’ practice, when acting as servicer, to keep a copy of the note from the originator in the servicing file for the loan. The original, fully endorsed note would be kept by the custodian for the investor. This explains the differences in the copies of the Smith Note that Ms. Smith received. See Exhibit 5 and Exhibit 6 to the Smith Response. The copy without the endorsement to Deutsche was kept as part of the servicing file. See Supplemental Declaration ¶ 19.

34. Ms. Smith did not make the February 1, 2008 payment on the Smith Loan. The Debtors sent a letter to Ms. Smith on February 11, 2008 detailing the options available to avoid foreclosure. See Options Letter, attached to the Supplemental Declaration as Exhibit S. The Debtors sent a letter on March 3, 2008 informing Ms. Smith that by not making her payments, she was in breach of the Note. See Breach Letter, attached to the Supplemental Declaration as Exhibit T. The Smith Loan was in default when it was transferred to Aurora. The Debtors never commenced foreclosure proceedings against Ms. Smith.

35. On July 19, 2011, Ms. Smith filed a lawsuit in the Superior Court of California, Los Angeles County, against “GMAC”, RFC, Accredited, Homecomings, Deutsche, Aurora, AMN, and others, Smith v. American Mortgage Network, Inc., et al (the “Smith Complaint”). The complaint stated causes of action for breach of contract, breach of implied covenant of good faith and fair dealing, breach of fiduciary duty, deceptive business practices, fraudulent concealment, fraudulent omissions, intentional infliction of emotional distress, negligence, negligent misrepresentation, quiet title, slander of title, trespass on contract, unconscionability, unjust enrichment, wrongful conversion of real property, wrongful foreclosure, violation of business and profession code §17200; Violation of California Code §1799.17; and Violation of TILA. See Smith Complaint, attached to the Supplemental Declaration as Exhibit U.

36. The Debtors filed a demurrer to the Smith Complaint on March 5, 2012, which the court sustained with leave to amend on May 22, 2012. See Smith Docket, attached to the Supplemental Declaration as Exhibit V. On June 1, 2012, a notice of bankruptcy was filed advising the court of the commencement of the Debtors’ bankruptcy case. See id. The case proceeded as to the non-Debtor defendants. The court granted an extension to file a second

amended complaint on June 22, 2012. Ms. Smith filed a second amended complaint on July 23, 2012. See id. Aurora, MERS, and Deutsche filed a demurrer on August 28, 2012, which was sustained with leave to amend on or around May 22, 2013. See id. Ms. Smith filed a third amended complaint on July 13, 2013. See id. The court dismissed the Third Amended Complaint with regards to Aurora, MERS, and Deutsche on August 16, 2013. See August 16 Hearing Minutes, attached to the Supplemental Declaration as Exhibit W.

REPLY

37. A filed proof of claim is “deemed allowed, unless a party in interest ... objects.” 11 U.S.C. §502(a). Section 502(b)(1) of the Bankruptcy Code provides, in relevant part, that a claim may not be allowed to the extent that “such claim is unenforceable against the debtor and property of the debtor, under any agreement or applicable law....” 11 U.S.C. 502(b)(1). As noted by this Court in a recent decision, claims objections have a shifting burden of proof. Pursuant to Federal Rule of Bankruptcy Procedure 3001(f), a claimant establishes a prima facie case against a debtor upon filing a proof of claim alleging facts sufficient to support the claim. The objecting party is thereafter required to produce evidence equal in force to that provided by the claimant to rebut the presumption of the claimant’s prima facie case. In re Residential Capital, LLC, 507 B.R. 477, 490 (Bankr. S.D.N.Y. 2014). See also In re Allegheny Int’l, Inc., 954 F.2d 167, 173-74 (3d Cir. 1992).

38. Once an objection refutes an essential allegation of the claim, the burden of persuasion is on the holder of a proof of claim to establish a valid claim against a debtor by a preponderance of the evidence. Residential Capital, 507 B.R. at 490; Feinberg v. Bank of N.Y. (In re Feinberg), 442 B.R. 215, 220-22 (Bankr. S.D.N.Y. 2010); In re Oneida Ltd., 400 B.R. 384, 389 (Bankr. S.D.N.Y. 2009); In re Adelphia Commc’ns Corp., Case No. 02-41729 (REG), 2007

Bankr. LEXIS 660, at *15 (Bankr. S.D.N.Y. Feb. 20, 2007); In re Rockefeller Ctr. Props., 272 B.R. 524, 539 (Bankr. S.D.N.Y. 2000).

A. The Layne Claim

39. As the Objection refuted Mr. and Ms. Laynes's allegations of wrongdoing, the burden to demonstrate the validity of the Layne Claim shifted back to Mr. and Ms. Layne. The Layne Response fails to state a coherent basis for any liability against the Debtors. The Layne Response reiterates the allegations in the Layne Claim that there is no evidence in Washington County Oregon of the assignment of the note from Sierra Pacific to the Debtors, and that there is "no note and security interest that has been provided evidencing any debt that may be owed to the defendant."

40. Section 5 of the Layne Note states "This Note is Secured by a Deed of Trust," and as a result is itself evidence of a security interest. See Layne Note, see also Layne Deed of Trust, attached to the Supplemental Declaration as Exhibit D. Additionally, as noted in the Objection and in the Layne Response, there is no requirement in Oregon that the assignment of a mortgage be recorded in the county where the property is located in order for the assignee to have a security interest in the property. See Layne Response at 7-8; see also Brandrup v. ReconTrust Co., N.A., 33 P.3d 301, 307 (Or. 2013) ("where a debt is secured by a mortgage, the debt is the principal and the mortgage is the incident, and an assignment of the debt is an assignment of the mortgage." (citation omitted)). Therefore, the lack of a record of the assignment at the county recording office is not evidence that the Layne Loan does not exist or that RFC did not have a valid, enforceable security interest during the limited time it held the Layne Note.

41. This argument is also specious because the Debtors do not hold an interest in the Layne Loan. As noted in the Objection and ¶ 14 *supra*, RFC briefly held the Layne Loan

in 2006 before transferring its interest to Citibank as Trustee. GMACM acted merely as the servicer of the Layne Loan. As a result, it is unclear how the lack of a record of the assignment of the Layne Loan at the county office constitutes a claim against a Debtor.

42. However, as noted in the Objection, even if the lack of record of the assignment of the Layne Loan did create liability for a Debtor entity, which it did not, Mr. and Ms. Layne effectively waived any potential claims against the Debtors when they failed to identify this alleged asset on the schedules filed in the Layne Bankruptcy. Additionally, the Layne Claim is property of the Layne's bankruptcy estate, and therefore Mr. and Ms. Layne are also barred from benefitting from this claim due to lack of standing.

43. Accordingly, for the reasons set forth herein and in the Objection, Claim No. 292 should be disallowed and expunged because Mr. and Ms. Layne have failed to identify a valid claim against the Debtors.

B. Nakamoto Claim

44. As the Objection refuted Mr. and Ms. Nakamoto's allegations of wrongdoing, the burden to demonstrate the validity of the Nakamoto Claim shifted back to Mr. and Ms. Nakamoto. The Borrower Trust asserts that the Nakamoto Response fails to state a valid basis for liability as against the Debtors' estates. The Nakamoto Response reiterates the allegations in the Nakamoto Claim that GMACM wrongfully denied their request for an escrow payment waiver. However, as noted in the Objection and in ¶ 23 *supra*, Debtors were required by the investor guidelines for the Nakamoto Loan to deny the escrow payment waiver because the property securing the loan was not owner occupied and the loan-to-value ratio exceeded 70%. Mr. and Ms. Nakamoto do not refute these investor guideline requirements, nor do they allege that GMACM was not required to follow them.

45. Furthermore, again as noted in the Objection and in ¶ 21 *supra*, the Nakamoto Note contemplated that after three years, the monthly payment would encompass payments of principal and interest. See Nakamoto Note. Mr. and Ms. Nakamoto neither refute the terms of the Nakamoto Note, nor do they allege how GMACM acted in a manner inconsistent with the terms of the Nakamoto Note.

46. Additionally, Mr. and Ms. Nakamoto do not allege in either the Nakamoto Claim or the Nakamoto Response that they have been damaged by any action of the Debtors. Mr. and Ms. Nakamoto state that they have been damaged by larger monthly payments on their loan, but the amount of their monthly payment is the amount that was contemplated by the Note and Mortgage, and therefore is not a valid measure of damages.

47. As a result, Mr. and Ms. Nakamoto have not met their burden of demonstrating any valid basis for a claim against the Debtors' estates arising out of the servicing of the Nakamoto Loan, and Claim no. 1279 should be disallowed and expunged.

C. Tobias Claim

48. As the Objection refuted Mr. Tobias' allegations of wrongdoing, the burden to demonstrate the validity of the Tobias Claim shifted back to Mr. Tobias. In the Tobias Response, Mr. Tobias asserts the same basis for a claim that was asserted in Claim 1467, namely that the Debtors purportedly manipulated the mortgage market, causing the value of Mr. Tobias' property to be inflated when he obtained the loan, and that the Debtors wrongfully denied him a loan modification. The Court already rejected these bases in the Tobias Order.

49. Mr. Tobias attempts to distinguish the Tobias Claim from Claim 1467, noting that he attempted to obtain a loan modification with regards to the Tobias Loan, but did not seek a modification with regards to the loan at issue in Claim 1467. Mr. Tobias does not allege that the Debtors acted improperly with regard to the loan modification request. He

correctly acknowledges that the Debtors responded and informed him that they could not address his loan modification request because servicing of his loan transferred to Ocwen. Additionally, Mr. Tobias does not allege with any specificity how he was damaged by any of the Debtors' actions related to this request. In fact, as noted in ¶ 28 *supra*, after the Debtors transferred servicing to Ocwen, Ocwen granted the forbearance and extension, and Mr. Tobias made the payment at the end of the forbearance plan, bringing his account current. As a result, Mr. Tobias has not demonstrated how his request for an additional modification creates a material difference between his allegations in Claim 1467 and the Tobias Claim.

50. Mr. Tobias also attempts to distinguish the Tobias Claim from Claim 1467 in the Tobias Letter, which was filed in violation of the automatic stay, and appears to be an attempt to amend the Tobias Complaint. In the Tobias Letter, Mr. Tobias continues to make the same general and conclusory allegations as made in the Tobias Complaint: that the Debtors' "market manipulations" led him to lose his investment property and that the Debtors improperly denied Mr. Tobias' loan modification. These are the exact same allegations that were made with regard to Claim 1467, which the Court has already determined do not support a basis for a valid claim.

51. Additionally, Mr. Tobias generally alleges that the Debtors "fraudulently mischaracterized the 93 Wisconsin St. loan as non-performing such that Ocwen may have been able to purchase this loan at an unfair discount." Not surprisingly, Mr. Tobias fails to provide any objective evidence to substantiate this allegation. Furthermore, this allegation refers to an agreement between Ocwen and GMACM; Mr. Tobias is neither a party to the asset purchase agreement nor a beneficiary of this agreement. Therefore, it is unclear how Mr. Tobias was damaged as a result of the agreement between the Debtors and Ocwen, and Mr. Tobias does not

make any specific allegations in that regard. As a result, Mr. Tobias fails to state a basis for a claim against the Debtors' estates arising out of the agreement to transfer servicing from Ocwen to GMACM. The Tobias Claim further fails because Ocwen acquired servicing rights from the Debtors; not mortgage loans.

52. Mr. Tobias also attempts to provide a basis for the Tobias Claim by referencing the Consent Judgment signed on April 4, 2012 by the District Court for the District of Columbia between GMACM, Debtor Residential Capital, LLC, Ally Financial, Inc. and the United States government, and various state attorneys general in United States et al. v. Bank of Am. Corp. et al., Case No. 1:12-cv-00361-RMC (the "Consent Judgment"). The Consent Judgment was the result of a settlement between the five largest mortgage servicers, including GMACM, Debtor Residential Capital, LLC, and Ally Financial, Inc., and the federal government, 49 State attorneys' general, and 48 state banking departments. *See Disclosure Statement for the Joint Chapter 11 Plan Proposed by Residential Capital, LLC, et al. and the Official Committee of Unsecured Creditors* [Docket No. 4819] at 59-60. The Consent Judgment did not relate to the Tobias Claim, nor does it involve any specific facts related to the Tobias Loan. Nevertheless, Mr. Tobias appears to be arguing that the Consent Judgment is sufficient evidence of fraudulent activity related to the Tobias Loan such that he does not need to make any specific allegations as to any action of the Debtor with regards to his situation. The Consent Judgment is not an admission of general wrongdoing by the Debtors, and Mr. Tobias cannot rely on it as evidence of wrongdoing with regard to the servicing of his loan. Rather, he must show how specific actions by the Debtors gave rise to his claim. He cannot use the Consent Judgment to skirt his burden of proof. As Mr. Tobias has failed to state a single specific allegation of wrongdoing by the Debtors related to the Tobias Loan, the Objection should be granted.

53. In reality, the basis for the Tobias Claim is identical to the basis for the previously expunged claim, which is the Complaint Mr. Tobias filed on October 25, 2013, one year and three days after he filed the Tobias Claim and more than **seventeen months after the Petition Date**. Mr. Tobias did not seek leave to amend the Tobias Claim to incorporate the Complaint. As this Court is aware, the automatic stay was in force when Mr. Tobias filed the Complaint. “[A]ny Proceedings or actions described in section 362(a)(1) are void and without vitality if they occur after the automatic stay takes effect.” Rexnord Holdings, Inc. v. Biderman, 21 F.3d 522, 527 (2d Cir. 1994); 48th St. Steakhouse, Inc. v. Rockefeller Grp., Inc. (In re 48th St. Steakhouse, Inc.), 835 F.2d 427, 431 (2d Cir.1987); In re Best Payphones, Inc., 279 B.R. 92 (Bankr. S.D.N.Y. 2002). As noted above, Mr. Tobias did not seek any relief from the stay prior to filing the Complaint. As a result, because the Complaint was filed in violation of the automatic stay, it is void, and has no bearing on the liability of the Debtors’ estates for the Tobias Claim.

54. While the bankruptcy court has the power to validate an action in violation of the stay by annulling the automatic stay *nunc pro tunc* to before the violating action, the Court should not exercise this power here. Best Payphones, 279 B.R. at 98 (stating the rule and finding that a proceeding conducted in violation of the automatic stay was void). Mr. Tobias has not sought an order annulling the automatic stay, but even if he did, courts in this circuit have held that annulments should be allowed “only sparingly and in compelling circumstances.” In re WorldCom, Inc., 325 B.R. 511, 520 (Bankr. S.D.N.Y. 2005). Here, Mr. Tobias was clearly aware of the bankruptcy proceeding, having filed the Tobias Claim before filing the Complaint, and he has not proffered any additional reasons for granting such extraordinary relief. As a result, a compelling circumstance does not exist for annulling the automatic stay.

55. As with the previous Tobias Claim, Mr. Tobias has not met his burden of demonstrating how the Debtors' servicing of his loan gives rise to any liability. Accordingly, for the reasons set forth in the Objection and the Reply, the Tobias Claim should be disallowed and expunged because Mr. Tobias has failed to substantiate any prepetition liability of the Debtors to him.

D. Smith Claim

Origination-Based Claims

56. In the Smith Response, Ms. Smith alleges various causes of action that arise out of the origination of her loan, including fraud, cancellation of instruments, TILA violations, and fraudulent omissions. She alleges that the Debtors are liable for these origination based claims because the Debtors purportedly assumed such liability for the origination when they purchased the loan from AMN. See Smith Response at 12. To support this allegation, Ms. Smith points generally to various alleged documents she purports relate to the contract between AMN and the Debtors, including the prospectus and pooling and servicing agreement for a securitization trust, a revolving purchase agreement between AMN and the Debtors, and an assumption and assignment agreement between AMN and the Debtors. See Smith Response at ¶¶ 51-55. The Debtors have found no basis for these allegations. The prospectus, pooling and servicing agreement, and assumption and assignment agreement for the RALI Series 2007-QO1 Trust, the Securitized Trust identified in the Smith Response that Ms. Smith alleges her loan was to be assigned, do not include any provisions where the Debtors assumed liability related to origination of a loan that was being purchased. See Horst Declaration ¶ 23. Additionally, at the time the Smith Loan was originated, the Debtors were not a party to a revolving purchase agreement with AMN. See id. Furthermore, Ms. Smith does not identify specific provisions of these agreements that give rise to this allegedly assumed liability, and she does not attach the

alleged agreements as evidence. As a result, there are no facts presented to support an affirmative assumption of liability.

57. Additionally, a TILA action must be brought within a year of the occurrence of the alleged violation. See 15 U.S.C. §1640(e). As the alleged violations occurred at the time of the origination on November 13, 2006, the statute of limitations expired well before Ms. Smith filed the Smith complaint in July, 2011.

58. In fact, all of Ms. Smith's other origination-based claims are barred by the statute of limitations. The statute of limitations for fraud is three years. See Cal. Code of Civ. Proc. §338(d). In California, the statute of limitations on a fraud claim does not begin to run until the discovery of the facts constituting the fraud. See id. This discovery rule "postpones accrual of a cause of action until the plaintiff discovers, or has reason to discover, the cause of action." Norgart v. Upjohn Co., 981 P.2d 79, 88 (Cal. 1999). Under this rule, "A plaintiff need not be aware of the specific 'facts' necessary to establish the claim; that is a process contemplated by pretrial discovery. Once the plaintiff has a suspicion of wrongdoing, and therefore an incentive to sue, she must decide whether to file suit or sit on her rights. As long as a suspicion exists, it is clear that the plaintiff must go find the facts; she cannot wait for the facts to find her." Jolly v. Eli Lilly & Co., 751 P.2d 923, 928 (Cal. 1988).

59. In order to rely on the doctrine of delayed discovery, "a plaintiff must prove (a) a lack of knowledge; (b) lack of a means of obtaining knowledge (in the exercise of reasonable diligence the facts could not have been discovered at an earlier date); and (c) how and when she did actually discover the [claim]." See Migliori v. Boeing N. Am., Inc., 114 F. Supp. 2d 876 (C.D. Cal. 2000) (stating the rule) (citation omitted); see also McGuire v. Recontrust Co., N.A., No. 2:11-CV-2787, 2013 WL 3863903 at 9 (E.D. Cal. July 24, 2013) (finding that

allegations of fraud relating to origination did not meet delayed discovery rule because he did not explain why the facts could not have been discovered sooner); Wilson v. Household Fin. Corp., No. Civ S-12-1413, 2013 WL 1310589 at 4 (E.D. Cal. Mar. 28, 2013) (finding that delayed discovery could not be applied to a claim for origination fraud where there was nothing preventing the plaintiffs from obtaining a copy of their loan application).

60. Furthermore, under a related doctrine, the fraudulent concealment doctrine, “a defendant’s fraud in concealing a cause of action against him tolls the applicable statute of limitations, but only for that period during which the claim is undiscovered by the plaintiff or until such time as the plaintiff, by exercise of reasonable diligence, should have discovered it.” Migliori, 114 F. Supp 2d 976 at 983. “Like the discovery rule, the rule of fraudulent concealment is an equitable principle designed to effect substantial justice between the parties; its rationale is that the culpable defendant should be estopped from profiting by his own wrong to the extent that it hindered an otherwise diligent plaintiff in discovering his cause of action.” Bernson v. Browning-Ferris Indus. of Cal., Inc., 873 P.2d 613, 615 (Cal. 1994).

61. In the Smith Response, Ms. Smith alleges that she could not have discovered the fraud related to her loan application until she received her loan application on or near November 15, 2009, approximately three years after the loan was originated. However, Ms. Smith does not explain what was preventing her from obtaining a copy of her loan application prior to this date. All that she would have had to do was request her loan application from her servicer, as she did in November of 2009. See Smith Response at ¶ 64. As a result, she has not sufficiently stated a basis for delaying the start of the statute of limitations, and any fraud claims related to the origination are thus time-barred.

62. Ms. Smith alleges that the Debtors are liable for the loan documents and mandatory disclosure documents provided to the Claimant that allegedly did not comply with the requirements of the Truth in Lending Act (TILA). However, in order to be liable under TILA, a party must be either a “creditor” or an “assignee” of the loan. See 15 U.S.C. §1620(f). Since the Debtors were not the original counterparty to the Smith Loan, Ms. Smith would need to demonstrate that the Debtors are liable as an assignee of the Smith Loan. But, an assignee can only be liable for the initial creditor’s failure to give proper TILA disclosures if the violation is apparent on the face of the loan disclosure statement. See 15 U.S.C. §1641(e)(1). While Ms. Smith alleges that the allegedly forged loan application provided the Debtors with constructive notice of the alleged TILA violations, Ms. Smith does not demonstrate how the Debtors would have known of the alleged forgery from the face of the loan application. In fact, the Debtors submit that there is nothing on the face of the Smith Loan to suggest that there is anything wrong with the document. As a result, Ms. Smith has not met her burden in demonstrating how the Debtors are liable for any violation of TILA.

63. All of Ms. Smith’s other origination-based claims relate to some form of defect in the Smith Note, the deed of trust, and other documents that were part of the origination of the Smith Loan. As discussed above, none of the Debtors were involved in the origination of the Smith Loan. While courts have found that in some circumstances an assignee of a loan can be liable for origination-based claim, those circumstances do not apply in this case. See Jordan v. Paul Fin., LLC, 745 F. Supp. 2d 1084 (N.D. Cal. 2010)). In Jordan, the assignee provided a stream of funding to the originator that funded each of the loans. See id. Here, while RFC had acted as a warehouse lender to AMN prior to the origination of Ms. Smith’s loan, it was not acting in such a capacity when the Smith Loan was originated. See Supplemental Declaration at

¶ 24. As a result, the Debtors cannot have any liability for any issue with the loan documents executed during the origination.

64. As a result, Ms. Smith has not met her burden of demonstrating any liability of the Debtors' estates related to the origination of the Smith Loan.

Securitization-Based Claims

65. Ms. Smith alleges various claims, including breach of contract, unfair debt collection, and unjust enrichment, based on allegations that the Debtors never had the authority to actually collect payment on the Smith Loan because the Smith Loan was never actually deposited into the Securitization Trust. However, as discussed in ¶ 31 *supra* and as evidenced by the Smith Note, there was a proper chain of title from AMN to RFC and from RFC to Deutsche. Ms. Smith alleges that there is no evidence that the Smith Loan was deposited into the Securitization Trust because there is no endorsement to the Securitization Trust on the Note. However, because Deutsche was the trustee for the Securitization Trust, an endorsement to Deutsche is all that is needed to evidence transfer into the Securitization Trust itself. Ms. Smith has not submitted any evidence to the contrary. Therefore, Ms. Smith has not demonstrated that there was a defect in the assignment of the Smith Loan into the Securitization Trust, and therefore cannot state a claim against the Debtors' estates based on a defect in the chain of title.

66. Moreover, Ms. Smith's allegations against the Debtors are equally improper and invalid because Ms. Smith, as a borrower under a note and deed of trust with AMN, does not have standing to contest an assignment of her loan. See Deed of Trust at ¶ 20; see also Patel v. Mortg. Elec. Registration Sys., Inc., No. 13-cv-1874, 2013 WL 4029277 at 6 (N.D. Cal. Aug. 6, 2013) (finding that a borrower does not have standing to assert a breach of a pooling and servicing agreement); Aniel v. GMAC Mortg., LLC, No. 12-04201, 2012 WL

5389706 (N.D. Cal. Nov. 2, 2012) (plaintiff borrowers lacked standing to challenge assignment of deed of trust based on noncompliance with pooling and service agreements). Ms. Smith is not a party to the relevant pooling and servicing agreement (the “PSA”), nor is she a beneficiary. Her contract is with the originator-AMN, who is also not a party to the PSA. As a result, Ms. Smith does not have standing to contest the assignment of her loan into the Securitization Trust.

Foreclosure-Based Claims

67. In the Smith Response, Ms. Smith alleges that the Debtors are liable for various foreclosure-based claims, including wrongful foreclosure, breach of contract, unfair debt collection practices, constructive trust, and quiet title. While Ms. Smith admits that the Debtors were not servicing the Smith Loan at the time of foreclosure and were not involved in any way with the foreclosure of her loan, she alleges that servicing was never actually transferred to Aurora, leaving Homecomings responsible as her servicer.

68. Ms. Smith alleges that Homecomings sold its servicing platform to GMACM in September 2007 and therefore could not have transferred servicing of her loan to Aurora in 2008. See Smith Response ¶37. In support of this allegation, she attaches a 10-K for the RALI Series 2007QO1 Trust, which discusses the merger of the servicing platforms utilized by Homecomings and GMACM. This merger was not a sale by Homecomings of its servicing rights to the loans it serviced, but rather was a merger of the servicing platform between these two affiliates. See Supplemental Declaration at ¶ 25. Therefore, Ms. Smith is incorrect when she alleged that Homecomings could not have transferred the servicing rights to the Smith Loan to non-Debtor Aurora in 2008. As a result, the Debtors’ estates are not liable for any action taken against the Smith Loan after Aurora began servicing the Smith Loan.

Tortious Interference with a Contract

69. Ms. Smith alleges that the Debtors are liable for tortuously interfering with her mortgage contract. See Smith Response at ¶¶ 80-90. As the Objection refuted the allegations made in the Smith Claim, Ms. Smith now has the burden to demonstrate by preponderance of the evidence that under applicable law the claim should be allowed. See Memorandum Opinion and Order Sustaining the ResCap Borrower Claims Trust's Objection to Claim No. 5282 of Michelle Lawson [Docket No. 7328]. The only allegation made by Ms. Smith that actually relates to an action of the Debtors is the allegation that in November 2007 she was purportedly told by a Homecomings representative that she would need to skip at least three mortgage payments in order to qualify for a loan modification. See Smith Response at ¶ 36. Ms. Smith has submitted no admissible evidence that would support her allegations of misrepresentations made by Homecomings. In addition, the Debtors have not found any support for this allegation in its servicing notes. See Smith Servicing Notes, attached to the Supplemental Declaration as Exhibit X; see also Supplemental Declaration at ¶ 26. In fact, the servicing notes do not reflect a call with Ms. Smith in November, 2007. See id. Furthermore, Ms. Smith does not provide any specific details about this conversation, nor does she provide any evidentiary support. As a result, she has not shown by a preponderance of the evidence that the Smith Claim should be allowed under applicable law.

70. Even if Ms. Smith has made sufficient allegations to allege a cause of action for misrepresentation, the statute of limitations on such a cause of action expired before the Petition Date. The statute of limitations for tortious interference with a contract is governed by a two-year statute limitations period in California. See Cal. Civ. Proc. Code §339(1); DC Comics v. Pacific Pictures Corp., 938 F. Supp. 2d 941 (C.D. Cal. 2013) (citing Kiang v. Strycula,

231 Cal.App.2d 809 (1965). In the Smith Response, Ms. Smith notes that she received oral communication from Aurora on April 30, 2008 that she was in default of her loan, and that there was nothing in the servicing notes to indicate that any alleged representations were made by a Homecomings representative to her presumably in November 2007 regarding the basis on which she could qualify for a loan modification. See Smith Response at ¶38. As a result, Ms. Smith admits to having knowledge of potential issues with the alleged statement made by Homecomings by at least April 2008, and at that point, it was her responsibility to find facts and decide whether to file a suit. As a result, the statute of limitations for any fraud claim related to the alleged representations expired on April 30, 2010, if not sooner. Ms. Smith did not file her first complaint against the Debtors until June 22, 2011, over a year after the expiration of the statute of limitations.

Other Causes of Action

71. The Smith Response also alleges a cause of action for accounting, stating that the Debtors have a fiduciary duty to “account for payments made by Claimant.” See Smith Response ¶ 121. The elements for a demand for account are “(1) a fiduciary relationship between the plaintiff, or another relationship in which the defendant is uniquely situated to provide an accounting to the Plaintiff, and (2) a balance due from the defendant to the plaintiff that cannot be ascertained by calculation alone. See California Procedure §820 (2008); see also Rosenfeld v. Nationstar Mortg., LLC, No. 2:13-cv-04830, 2014 WL 457920 (C.D. Cal. Feb. 3, 2014) (finding that an action for accounting could not be maintained by a borrower against a lender because a lender is not in a fiduciary relationship with a borrower). Ms. Smith alleges that the Debtors, as mortgage servicer, had a fiduciary duty to Ms. Smith to properly account for payments made by her. However, a mortgage servicer does not owe a fiduciary duty to a borrower. See Tsien v.

Wells Fargo Home Mortg., No. 09-04790, 2010 WL 2198290 at 5 (N.D. Cal. May 28, 2010) (finding that a loan servicer does not generally owe a fiduciary duty to a borrower unless, by their actions, they assumed the duty or created a special relationship with the borrower). As Ms. Smith alleges that the Debtors owe her a fiduciary duty based on their role as servicer, and not based on any action taken by the Debtors to assume a duty to Ms. Smith, she has failed to meet her burden of demonstrating that the Debtors owe her a fiduciary duty, and therefore the Debtors' estates cannot be liable for an accounting cause of action.

72. Finally, Ms. Smith alleges that the Debtors are liable for violating the California Business and Professions Code Section 17200. "A court may not allow plaintiff to plead around an absolute bar to relief simply by recasting the cause of action as one for unfair competition." Chabner v. United of Omaha Life Ins. Co., 225 F.3d 1042, 1048 (9th Cir. 2000); see also Rubio v. Capital One Bank (USA), N.A., 572 F. Supp. 2d 1157, 1168 (C.D. Cal. 2008) (since plaintiff's TILA claim failed, plaintiff's claim alleging unfair business practices under California State law predicated on TILA likewise failed). Courts have made clear that California's Business and Professions Code § 17200 (the "UCL") cannot be used as an end-run around the requirements of other statutes. Glenn K. Jackson Inc. v. Roe, 273 F.3d 1192, 1203 (S.D. Cal. 2002) (dismissing a UCL claim where underlying negligence and fraud claims were insufficient as a matter of law); see also Krantz v. BT Visual Images, L.L.C., 89 Cal. App. 4th 164, 178 (2001) (the viability of a UCL claim stands or falls with the antecedent substantive causes of action).

73. A claim under the UCL requires an underlying violation of law. Therefore, any defense to the predicate claim is a defense to the alleged violation of the UCL. See Krantz v. BT Visual Images, L.L.C., 107 Cal. Rptr. 2d 209, 219 (Cal. Ct. App. 2001) (the

viability of a UCL claim stands or falls with the antecedent substantive causes of action); People v. Duz-Mor Diagnostic Lab., Inc., 80 Cal. Rptr. 2d 419, 431-32 (Cal. Ct. App. 1998) (a defense to the underlying offense is a defense under the UCL); see also Glenn K. Jackson Inc. v. Roe, 273 F.3d 1192 at 1203 (dismissing section 17200 claim where underlying negligence and fraud claims were insufficient as a matter of law). As discussed herein, the Debtors acted lawfully as purchaser and servicer of the Smith Loan and each of Ms. Smith's causes of action fails against the Debtors.

74. Ms. Smith predicates her UCL claims on the same theories which provide the basis for each of her other causes of action. Indeed, her UCL claim is a mere recasting of her other claims. As all of Ms. Smith's causes of action fail – as do the faulty theories upon which they are predicated – so too does Ms. Smith's UCL claim.

75. A business practice is considered “unfair” if it threatens to violate or violates the policy or spirit of an anti-trust law or otherwise significantly threatens or harms competition. Cel-Tech Commc'ns, Inc. v. Los Angeles Cellular Tel. Co., 973 P.2d 527, 540 (Cal. 1999). However, if the customer has a meaningful market choice, *i.e.*, other vendors that offer reasonably available alternatives to the defendant's product, the challenged procedures cannot be considered “unfair.” Dean Witter Reynolds, Inc. v. Sup. Ct. of Alameda Cnty., 259 Cal. Rptr. 789 (Cal. Ct. App. 1989). It can hardly be said that Ms. Smith did not have alternative financial institutions that were reasonably available for her mortgage needs. As such, Ms. Smith cannot allege the Debtors' actions are “unfair” under Section 17200.

76. A business practice is considered “fraudulent” within the meaning of § 17200 if the “public is likely to be deceived.” Mass. Mut. Life Ins. Co. v. Superior Ct. of San Diego Cnty., 119 Cal. Rptr. 2d 190, 195 (Cal. Ct. App. 2002). “The determination as to whether

a business practice is deceptive is based on the likely effect such practice would have on a reasonable consumer.” McKell v. Wash. Mut., Inc., 49 Cal. Rptr. 3d 227, 238 (citing Lavie v. Procter & Gamble Co., 129 Cal. Rptr. 2d 486, 494 (Cal. Ct. App. 2003)).

77. Ms. Smith fails to support the elements of any fraud claim against the Debtors. Therefore, Ms. Smith fails to allege fraudulent conduct under the UCL. Based on the foregoing, the Objection should be sustained as to Ms. Smith’s UCL claim.

78. Even if the Court finds that the Debtors are liable for the Smith Claim, it should not award Ms. Smith a claim for the amount alleged in the proof of claim. Even assuming the Debtors are responsible for all of the causes of action in the Smith Response, which they are not, nowhere in the Smith Claim or the Smith Response does Ms. Smith provide an explanation for how her alleged injuries amount to \$3 million in damages. As a result, Ms. Smith has not met her burden of proof in demonstrating how the Debtors are liable for such a large amount of damages.

Allegations of Hearsay

79. Ms. Smith also objects to the Borrower Trust’s submission of the Horst Declaration in the support of the Objection as hearsay. See Smith Response ¶¶ 56-61. This objection is unsubstantiated and lacks any objective support. As an initial matter, Ms. Smith does not identify any of the statements in the Horst Declaration as being factually inaccurate, nor does she identify a legitimate basis for calling into question the trustworthiness of Ms. Horst’s written testimony. Moreover, all of the statements made are based on information maintained in the Debtors’ Books and Records, records kept in the ordinary course of business of the Debtors. All of the factual background was recorded in the Smith Servicing Notes. As a result, these statements qualify as an exception to the rule against hearsay under Fed. R. of Evid. 803(6)(B).

80. Ms. Smith has not met her burden of demonstrating how the Debtors' connection to the Smith Loan gives rise to any liability of any Debtor, and there is no support in the Books and Records for a prepetition liability to Ms. Smith. Accordingly, for the reasons set forth in the Objection and the Reply, the Smith Claim should be disallowed and expunged because Ms. Smith has failed to substantiate any prepetition liability of the Debtors to her.

CONCLUSION

81. WHEREFORE, the Borrower Trust respectfully submits that the relief requested in the Objection should be granted in its entirety.

Dated: August 21, 2014
New York, New York

/s/ Norman Rosenbaum
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Exhibit 1

Supplemental Declaration

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

_____)	
In re:)	Case No. 12-12020 (MG)
)	
RESIDENTIAL CAPITAL, LLC, <u>et al.</u> ,)	Chapter 11
)	
Debtors.)	Jointly Administered
_____)	

**DECLARATION OF DEANNA HORST IN SUPPORT OF
THE RESCAP BORROWER CLAIMS TRUST’S REPLY IN SUPPORT OF ITS SIXTY-
NINTH OMNIBUS OBJECTION TO CLAIMS (NO-LIABILITY BORROWER CLAIMS)
AS TO CLAIM NOS. 292, 1279, 1466, 3889, 4129, 4134, AND 4139**

I, Deanna Horst, hereby declare as follows:

1. I am the Chief Claims Officer for The ResCap Liquidating Trust (the “Liquidating Trust”), and previously served as Chief Claims Officer for Residential Capital, LLC and its affiliates (“ResCap”), a limited liability company organized under the laws of the state of Delaware and the parent of the other debtors in the above-captioned Chapter 11 Cases (collectively, the “Debtors”). I have been employed by affiliates of ResCap since August of 2001. In June 2012, I became Senior Director of Claims Management for ResCap and in October of 2013, I became the Chief Claims Officer of ResCap. I began my association with ResCap in 2001 as the Director, Responsible Lending Manager, charged with managing the Debtors’ responsible lending on-site due diligence program. In 2002, I became the Director of Quality Asset Management, managing Client Repurchase, Quality Assurance and Compliance—a position I held until 2006, at which time I became the Vice President of the Credit Risk Group, managing Correspondent and Broker approval and monitoring. In 2011, I became the Vice President, Business Risk and Controls, and supported GMAC Mortgage, LLC and Ally Bank in this role. In my current position, I am responsible for Claims Management and Reconciliation

and Client Recovery. I am authorized to submit this declaration (the “Declaration”) in support of *ResCap Borrower Claims Trust’s Reply in Support of Its Sixty-Ninth Omnibus Objection to Claims (No Liability Borrower Claims) as to Claim Nos. 292, 1279, 1466, 3889, 4129, 4134, and 4139* (the “Reply”).¹

2. Except as otherwise indicated, all facts set forth in this Declaration are based upon my personal knowledge of the Debtors’ operations and finances, information learned from my review of relevant documents and information I have received through my discussions with other former members of the Debtors’ management or other former employees of the Debtors, the Liquidating Trust’s employees, professionals and consultants, and/or Kurtzman Carson Consultants LLC (“KCC”), the Debtors’ noticing and claims agent. If I were called upon to testify, I could and would testify competently to the facts set forth in the Objection on that basis.

3. In my capacity as Chief Claims Officer, I am intimately familiar with the claims reconciliation process in these Chapter 11 Cases. Except as otherwise indicated, all statements in this Declaration are based upon my familiarity with the Debtors’ books and records that were prepared and kept in the course of their regularly conducted business activities (the “Books and Records”), the Debtors’ schedules of assets and liabilities and statements of financial affairs filed in these Chapter 11 Cases (collectively, the “Schedules”), my review and reconciliation of claims, and/or my review of relevant documents. I or other Liquidating Trust personnel under my supervision have reviewed and analyzed the proof of claim forms and supporting documentation filed by the Respondents. Since the Plan went effective and the Borrower Trust was established, I, along with other members of the Liquidating Trust have consulted with the Borrower Trust to continue the claims reconciliation process, analyze claims,

¹ Capitalized terms not defined herein shall have the meanings ascribed to them in the Reply.

and determine the appropriate treatment of the same.² In connection with such review and analysis, where applicable, I or other Liquidating Trust personnel, together with the Liquidating Trust's and the Borrower Trust's professional advisors, have reviewed (i) information supplied or verified by former personnel in departments within the Debtors' various business units, (ii) the Books and Records, (iii) the Schedules, (iv) other filed proofs of claim, and/or (v) the official claims register maintained in the Debtors' Chapter 11 Cases.

4. In connection with the claims reconciliation process, the Borrower Trust identified certain claims filed by Borrowers that are not liabilities of the Debtors (together, the "No Liability Borrower Claims").

5. The Debtors sent a Request Letter to certain Borrowers, including the Respondents, requesting additional documentation in support of the No Liability Borrower Claims.³ The Request Letters state that the claimant must respond within 30 days with an explanation that states the legal and factual reasons why the claimant believes he is owed money or is entitled to other relief from the Debtors, and the claimant must provide copies of any and all documentation that the claimant believes supports the basis for his claim. The Request Letters further state that if the claimant does not provide the requested explanation and supporting documentation within 30 days, the Debtors may file a formal objection to the claimant's claim, seeking to have the claim disallowed and permanently expunged.

6. The Debtors received responses to the Request Letters from all of the Respondents (the "Diligence Responses"), copies of which are attached hereto as Exhibit A-1,

² The ResCap Liquidating Trust and the ResCap Borrower Claims Trust are parties to an Access and Cooperation Agreement, dated as December 17, 2013, which, among other things, provides the Borrower Trust with access to the books and records held by the Liquidating Trust and Liquidating Trust's personnel to assist the Borrower Trust in performing its obligations.

³ A Request Letter was sent to Mr. and Ms. Layne on May 20, 2013, to Mr. Tobias on May 24, 2013, and to Mr. and Ms. Nakamoto, and Ms. Smith on June 21, 2013.

Exhibit A-2, Exhibit A-3, and Exhibit A-4⁴ However, the Diligence Responses failed to allege bases for claims against the Debtors' estates. Further, as stated in the Objection, the Books and Records do not show any liability due and owing to the Respondents.

The Layne Claim

7. In connection with the claims reconciliation process, the Borrower Trust identified Mr. and Ms. Layne's Claim No. 292, attached hereto as Exhibit B (the "Layne Claim"), as a claim that did not identify a liability of the Debtors. The Layne Claim, filed on or around July 17, 2012, asserts a general unsecured claim against Debtor GMAC Mortgage, LLC ("GMACM") in the amount of \$35,200. See Layne Claim.

8. Based upon my review of the Books and Records, Sierra Pacific Mortgage Company, Inc. ("Sierra Pacific") originated a second mortgage loan to the Mr. and Ms. Layne (the "Layne Loan") on March 8, 2006. See Layne Note, attached hereto as Exhibit C. That Note was secured by a deed of trust. See Layne Deed of Trust, attached hereto as Exhibit D. Debtor Residential Funding Company ("RFC") purchased the loan from Sierra Pacific and subsequently transferred its interest in the loan when it was securitized and Citibank, N.A. was appointed trustee on or about August 31, 2006. See id. No Debtor currently has an interest in the loan.

9. On June 29, 2009, GMACM charged-off the Layne Loan because the Debtors' records indicated that there was not sufficient equity to support the second lien. See Layne Servicing Notes, attached hereto as Exhibit E. However, the charge-off of the Layne Loan did not remove the lien on the property nor absolve Mr. and Ms. Layne of their financial obligations under the Layne Loan.

⁴ The Debtors received a Diligence Response from Mr. and Ms. Layne on June 25, 2013, Mr. and Ms. Nakamoto on July 29, 2013, from Mr. Tobias on June 20, 2013, and from Ms. Smith on July 22, 2013.

10. Mr. and Ms. Layne filed for chapter 7 bankruptcy protection on or around December 14, 2010 and received an order of discharge on or around March 16, 2011 (the “Layne Bankruptcy”). See Discharge Order, attached hereto as Exhibit F. The schedules filed in the Layne Bankruptcy do not list any liquidated, unliquidated, or contingent claims against any of the Debtors that are consistent with the allegations in the Layne Claim. See Layne Schedules, attached hereto as Exhibit G. All issues of fact in the Layne Claim occurred prior to the Layne Bankruptcy.

The Nakamoto Claim

11. The Borrower Trust identified Mr. and Ms. Nakamoto’s Claim No. 1279, attached hereto as Exhibit H (the “Nakamoto Claim”), as a claim that did not identify a liability of the Debtors.

12. On or around April 4, 2005, Heritage Place Mortgage, Inc., a non-debtor entity, originated a loan to Mr. and Ms. Nakamoto (the “Nakamoto Loan”) in the amount of \$35,200. See Nakamoto Note, attached hereto as Exhibit I.

13. On April 12, 2010, GMACM sent a letter to Mr. and Ms. Nakamoto stating that the interest rate would change to 3.5% effective June 2, 2010. See April 12 Letter, attached hereto as Exhibit J. Based on a review of the Books and Records, there is no record of Mr. and Ms. Nakamoto ever disputing the Debtors’ application of the principal and interest to their loan balance.

14. On May 9, 2011, Mr. and Ms. Nakamoto requested a waiver of the escrow payment required by the Nakamoto Loan. See Waiver Request, attached hereto as Exhibit K. On May 12, 2011, the Debtors sent a letter to Mr. and Ms. Nakamoto denying their request, explaining that they were ineligible for a waiver under the terms of the Nakamoto Note and

mortgage and the investors' guidelines.⁵ See May 12 Letter, attached hereto as Exhibit M. Additionally, a representative of the Debtors spoke with Mr. and Ms. Nakamoto on July 12, 2011, explaining the reason for the denial as well as the loan-to-value requirement. See Nakamoto Servicing Notes, attached hereto as Exhibit N.

The Tobias Claim

15. The Borrower Trust identified Mr. Tobias' Claim No. 1466, attached hereto as Exhibit O (the "Tobias Claim"), as a claim that did not identify a liability of the Debtors. Mr. Tobias did not append anything to the Tobias Claim, and in his Diligence Response, merely provided a copy of the Consent Judgment (defined below). Mr. Tobias did not explain how the Consent Judgment related to his claim.

16. On or around September 2, 2005, GMACM originated a loan to Mr. Tobias (the "Tobias Loan") in the amount of \$299,000 for property located at 93 Wisconsin Street, Long Beach, NY. See Tobias Note, attached hereto as Exhibit P. According to the Debtors' servicing notes for the Tobias Loan, it was never referred to foreclosure and was never delinquent. See Tobias Servicing Notes, attached hereto as Exhibit Q.

17. On October 28, 2013, Mr. Tobias filed a complaint against several defendants, including the GMACM, ResCap,⁶ Ocwen, the United States of America, and Barack Obama (the "Tobias Complaint"), which purportedly lays out the case for the Tobias Claim. See Tobias Complaint, Docket No. 6881-1 Ex. A. Ocwen filed a motion to dismiss on December 26, 2013, mistakenly including GMACM as a moving defendant. Mr. Tobias responded with a letter

⁵ The investor/servicer guidelines for the Nakamoto loan only allowed an escrow waiver when the loan to value ratio on the loan was below 70%. Additionally, the guidelines did not permit an escrow waiver when the property is not owner occupied. Since the property securing the Nakamoto Loan was an investment property, it was not eligible. See Deed of Trust, attached hereto as Exhibit L.

⁶ Mr. Tobias never received relief from the automatic stay.

to the judge in the case on January 7, 2014 (the “Tobias Letter”) in lieu of a more formal response to Ocwen’s motion to dismiss. See Tobias Letter, attached to the Tobias Response.

The Smith Claim

18. The Borrower Trust identified Ms. Smith’s Claim Nos. 3889, 4129, 4134, and 4139, attached hereto as Exhibit R (the “Smith Claims”), as claims that did not identify a liability of the Debtors. In Box 2 of each proof of claim form (Basis for Claim), the Smith Claims provide that the basis for the claim is “Predatory Lending, Wrongful Foreclosure.” See id. Appended to the proof of claim is the first page of a complaint filed against various defendants, including GMACM, Homecomings, RFC, and Accredit.

19. According to the Books and Records, on or around November 13, 2006 American Mortgage Network, Inc. (“AMN”) originated a loan to Ms. Smith. RFC purchased the loan from AMN and subsequently the loan was securitized where Deutsche Bank Trust Company Americas (“Deutsche”) was appointed trustee on or about January 30, 2007 (the “Securitization Trust”). See the Smith Note, showing a proper chain of endorsement from AMN to Deutsche, attached to the Smith Response as Exhibit 6.⁷

20. Ms. Smith did not make the February 1, 2008 payment on the Smith Loan. The Debtors sent a letter to Ms. Smith on February 11, 2008 detailing the options available to avoid foreclosure. See Options Letter, attached hereto as Exhibit S. The Debtors sent a letter on March 3, 2008 informing Ms. Smith that by not making her payments, she was in breach of the Note. See Breach Letter, attached hereto as Exhibit T. The Smith Loan was in default when

⁷ It was the Debtors’ practice, when acting as servicer, to keep a copy of the note from the originator in the servicing file for the loan. The original, fully endorsed note would be kept by the custodian for the investor. This explains the differences in the copies of the Smith Note that Ms. Smith received. See Exhibit 5 and Exhibit 6 to the Smith Response. The copy without the endorsement to Deutsche was kept as part of the servicing file.

servicing was transferred to Aurora. The Debtors never commenced foreclosure proceedings against Ms. Smith.

21. On July 19, 2011, Ms. Smith filed a lawsuit in the Superior Court of California, Los Angeles County, against “GMAC”, RFC, Accredited Homecomings, Deutsche, Aurora, AMN, and others, captioned Smith v. American Mortgage Network, Inc., et al (the “Smith Complaint”), a copy of which is attached hereto as Exhibit U. The complaint stated causes of action for breach of contract, breach of implied covenant of good faith and fair dealing, breach of fiduciary duty, deceptive business practices, fraudulent concealment, fraudulent omissions, intentional infliction of emotional distress, negligence, negligent misrepresentation, quiet title, slander of title, trespass on contract, unconscionability, unjust enrichment, wrongful conversion of real property, wrongful foreclosure, violation of business and profession code §17200; Violation of California Code §1799.17; and Violation of TILA.

22. The Debtors filed a demurrer to the Smith Complaint on March 5, 2012, which the court sustained with leave to amend on May 22, 2012. See Smith Docket, attached hereto as Exhibit V. On June 1, 2012, a notice of bankruptcy was filed advising the court that the Debtors’ Chapter 11 cases had been commenced. See id. The court granted an extension to file a second amended complaint on June 22, 2012. See id. Ms. Smith filed a second amended complaint on July 23, 2012. See id. Aurora filed a demurrer on August 28, 2012, which was sustained with leave to amend on May 22, 2013. See id. Ms. Smith filed a third amended complaint on July 13, 2013. See id. The court dismissed the Third Amended Complaint with regards to Aurora and MERS on September 16, 2013. See August 16 Hearing Minutes, attached hereto as Exhibit W.

23. It was not the Debtors' practice to include any provisions in prospectuses, pooling and servicing agreements, revolving purchase agreements, or assumption and assignment agreements where the Debtors assumed any liability related to the origination of a loan being purchased. There are no provisions within the documents referenced or attached by Ms. Smith that suggest that the Debtors assumed origination liability when purchasing the Smith Loan from AMN.⁸

24. RFC at one time acted as a warehouse lender to AMN. However, it was not acting in such capacity at the time the Smith Loan was originated.

25. In 2007, Homecomings and GMACM merged their servicing platforms, resulting in an integration of the platforms onto a single computer system. Homecomings did not transfer its servicing rights to GMACM at this time.

26. The Debtors have not found any support in its Books and Records for Ms. Smith's allegation that Homecomings purportedly told her to skip at least three mortgage payments in order to qualify for a loan modification, as there is no record of a call with Ms. Smith in November, 2007. See Smith Servicing Notes, attached hereto as Exhibit X.

27. Accordingly, based upon this detailed review of the Books and Records, together with a review of the Claims and the Responses, the Borrower Trust determined that the Responses fail to substantiate the validity of Respondents' claims against ResCap.

(Signature Page to Follow)

⁸ Copies of the Prospectus, Pooling and Servicing Agreement and Assignment and Assumption Agreement for the RALI Series 2007-QO1 Trust (the securitized trust in the Smith Response) can be found on the SEC's website: <http://www.sec.gov/cgi-bin/browse-edgar?CIK=0001384915&Find=Search&owner=exclude&action=getcompany>. It is unclear what Ms. Smith is referring to when she references a "revolving purchase agreement" because, as mentioned above, this loan was not funded under a warehouse line with AMN.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Dated: August 21, 2014

/s/ Deanna Horst
Deanna Horst
Chief Claims Officer for ResCap
Liquidating Trust

Exhibit A-1

RESCAP

JUN 25 2013

MORRISON | FOERSTER

To: _____
 By: KF

Claim Information

Claim Number	292
Basis of Claim Explanation that states the legal and factual reasons why you believe you are owed money or are entitled to other relief from one of the Debtors as of May 14, 2012 (the date the Debtors filed their bankruptcy cases) and, you must provide copies of any and all documentation that you believe supports the basis for your claim.	ORIGINAL LENDER: SIERRA PACIFIC Mortgage COMPANY, INC. Shows that the NOTE WAS PAID off in 2006, by GMAC. IF GMAC Bought the note and the Deed of Trust then a New Deed of Trust would have been filed in WASHINGTON COUNTY, OREGON RECORDERS OFFICE. NO SUCH RECORDING EXISTS. SO NO ONE HAS BENEFICIAL INTEREST IN THIS PROPERTY. PURSUANT TO 11 U.S.C. § 506(a) and § 1322. THIS NOTE IS SECOND LIEIN to property HOME VALUE LESS THAN 1ST LIEIN. Hence if sold NO MONIES WOULD BE AVAILABLE TO 2ND LIEIN Holder.

SEE EXHIBIT A, B, C

If your claim relates to a mortgage loan that you believe was originated or serviced by one of the Debtors, please be sure to include the following loan information, so that we can effectively search our records for information on your property and loan, and evaluate your claim.

Loan Number:		
[REDACTED] 5928 - SIERRA PACIFIC		
Address of property related to the above loan number:		
2186 EMAN STREET		
City:	State:	ZIP Code:
Hillsboro	OREGON	97420

Additional resources may be found at - <http://www.kccllc.net/rescap>

Claim #292 Date Filed: 7/17/2012

B 10 (Official Form 10) (12/11)

UNITED STATES BANKRUPTCY COURT		Southern District of New York	PROOF OF CLAIM
Name of Debtor: GMAC HOME MORTGAGE, LLC		Case Number: 12-12032	<div style="font-size: 2em; font-weight: bold;">RECEIVED</div> <div style="font-size: 1.5em;">JUL 18 2012</div> <div style="font-weight: bold;">KURTZMAN CARSON CONSULTANTS</div>
NOTE: Do not use this form to make a claim for an administrative expense that arises after the bankruptcy filing. You may file a request for payment of an administrative expense according to 11 U.S.C. § 503.			
Name of Creditor (the person or other entity to whom the debtor owes money or property): LINTON C LAYNE, NANCY K LAYNE			
Name and address where notices should be sent: NANCY KAY LAYNE c/o 95580 SOUTH COOS RIVER LANE COOS BAY OREGON		Telephone number: (503) 693-8383 email: NKLAYNE@GMAIL.COM	<div style="text-align: center;">COURT USE ONLY</div> <input type="checkbox"/> Check this box if this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____
Name and address where payment should be sent (if different from above):		Telephone number: _____ email: _____	<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars.
1. Amount of Claim as of Date Case Filed:		\$ 35,200.00	
If all or part of the claim is secured, complete item 4.			
If all or part of the claim is entitled to priority, complete item 5.			
<input checked="" type="checkbox"/> Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.			
2. Basis for Claim: <u>PROMISSORY NOTE AT CLOSING, NO CREDIT GIVEN</u> (See instruction #2)			
3. Last four digits of any number by which creditor identifies debtor: 4 8 4 0	3a. Debtor may have scheduled account as: 5664 (See instruction #3a)		3b. Uniform Claim Identifier (optional): (See instruction #3b)
4. Secured Claim (See instruction #4) Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information. Nature of property or right of setoff: <input checked="" type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: 2186 EAST MAIN STREET, HILLSBORO OREGON Value of Property: \$ 131,000.00 Annual Interest Rate 7.750% <input checked="" type="checkbox"/> Fixed or <input type="checkbox"/> Variable (when case was filed)		Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any: <div style="text-align: right;">\$ 35,200.00</div> Basis for perfection: <u>NOTE SOLD INVESTOR</u> Amount of Secured Claim: \$ 35,200.00 Amount Unsecured: \$ 0.00	
5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507 (a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount.			
<input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507 (a)(1)(A) or (a)(1)(B). <input checked="" type="checkbox"/> Up to \$2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use -- 11 U.S.C. § 507 (a)(7).		<input type="checkbox"/> Wages, salaries, or commissions (up to \$11,725*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier -- 11 U.S.C. § 507 (a)(4). <input type="checkbox"/> Taxes or penalties owed to governmental units -- 11 U.S.C. § 507 (a)(8).	
		<input type="checkbox"/> Contributions to an employee benefit plan -- 11 U.S.C. § 507 (a)(5). <input type="checkbox"/> Other -- Specify applicable paragraph of 11 U.S.C. § 507 (a)().	
		Amount entitled to priority: <div style="font-size: 1.5em;">\$ 35,200.00</div>	
<i>*Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.</i>			
6. Credits. The amount of all payments on this claim has been credited for the purpose of			

B 10 (Official Form 10) (12/11)

2

7. Documents: Attached are redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. If the claim is secured, box 4 has been completed, and redacted copies of documents providing evidence of perfection of a security interest are attached. (See instruction #7, and the definition of "redacted".)

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain:

RECEIVED

JUL 18 2012

KURTZMAN CARSON CONSULTANTS

8. Signature: (See instruction #8)

Check the appropriate box.

- ☒ I am the creditor. ☐ I am the creditor's authorized agent. ☐ I am the trustee, or the debtor, or their authorized agent. ☐ I am a guarantor, surety, indorser, or other codebtor. (Attach copy of power of attorney, if any.) (See Bankruptcy Rule 3004.) (See Bankruptcy Rule 3005.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: NANCY KAY LAYNE

Title: _____

Company: _____

Address and telephone number (if different from notice address above):

95580 SOUTH COOS RIVER LANE

COOS BAY OREGON

Telephone number: (503) 693-8383 email: NKLAYNE@GMAIL.COM

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, exceptions to these general rules may apply.

Items to be completed in Proof of Claim form

Court, Name of Debtor, and Case Number:

Fill in the federal judicial district in which the bankruptcy case was filed (for example, Central District of California), the debtor's full name, and the case number. If the creditor received a notice of the case from the bankruptcy court, all of this information is at the top of the notice.

Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

1. Amount of Claim as of Date Case Filed:

State the total amount owed to the creditor on the date of the bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.

2. Basis for Claim:

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on delivering health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if an interested party objects to the claim.

3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:

State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

3a. Debtor May Have Scheduled Account As:

Report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

3b. Uniform Claim Identifier:

If you use a uniform claim identifier, you may report it here. A uniform claim identifier is an optional 24-character identifier that certain large creditors use to facilitate electronic payment in chapter 13 cases.

4. Secured Claim:

Check whether the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See Definitions.) If the claim is secured, check the box for the nature and value of property that secures the claim, attach copies of lien documentation, and state, as of the date of the bankruptcy filing, the annual interest rate (and whether it is fixed or variable), and the amount past due on the claim.

5. Amount of Claim Entitled to Priority Under 11 U.S.C. § 507 (a):

If any portion of the claim falls into any category shown, check the appropriate box(es) and state the amount entitled to priority. (See Definitions.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

6. Credits:

An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

7. Documents:

Attach redacted copies of any documents that show the debt exists and a lien secures the debt. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary in addition to the documents themselves. FRBP 3001(c) and (d). If the claim is based on delivering health care goods or services, limit disclosing confidential health care information. Do not send original documents, as attachments may be destroyed after scanning.

8. Date and Signature:

The individual completing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what constitutes a signature. If you sign this form, you declare under penalty of perjury that the information provided is true and correct to the best of your knowledge, information, and reasonable belief. Your signature is also a certification that the claim meets the requirements of FRBP 9011(b). Whether the claim is filed electronically or in person, if your name is on the signature line, you are responsible for the declaration. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. If the claim is filed by an authorized agent, attach a complete copy of any power of attorney, and provide both the name of the individual filing the claim and the name of the agent. If the authorized agent is a servicer, identify the corporate servicer as the company. Criminal penalties apply for making a false statement on a proof of claim.

RESCAP

MORRISON | FOERSTER

Claim Number: 292

Dear Claimant: Linton C. Layne, Nancy K. Layne

You are receiving this letter because you or someone on your behalf filed a Proof of Claim form in the jointly-administered chapter 11 bankruptcy cases of Residential Capital, LLC ("ResCap"), GMAC Mortgage, LLC and other affiliated debtors and debtors in possession (collectively, the "Debtors") pending before the United States Bankruptcy Court for the Southern District of New York, Case No. 12-12020 (MG) (the "ResCap bankruptcy case") and we need additional information from you regarding the claims you are asserting against the Debtors.

The Information we Need From You Regarding Your Proof of Claim:

We received and reviewed a copy of the Proof of Claim form and document(s), if any, that you filed in the ResCap bankruptcy case. A copy of your Proof of Claim form is enclosed for your reference. We are unable to determine from the Proof of Claim form and the document(s), if any, you submitted why you believe you are owed money or other relief from one of the Debtors. In order to evaluate your claim, we need to understand why you believe you are owed money or are entitled to other relief from one of the Debtors.

You Must Respond to this Letter by no Later Than June 20, 2013:

In accordance with the Order of the Bankruptcy Court (Docket No. 3294, filed March 21, 2013), you must respond to this letter by no later than June 20, 2013 with an explanation that states the legal and factual reasons why you believe that one of the Debtors owed you money as of May 14, 2012 (the date the Debtors filed their bankruptcy cases) and, you must provide copies of any and all documentation that you believe supports the basis for your claim. Included with this letter is a form to assist you in responding to our request.

Consequences of Failing to Respond:

If you do not provide the requested explanation and supporting documentation by no later than June 20, 2013, the Debtors may file a formal objection to your Proof of Claim, and your claim may be disallowed and permanently expunged. If your claim is disallowed and expunged, you will not receive any payment for your claim and any other requests you may have made for non-monetary relief in your Proof of Claim will be denied. Therefore, it is very important that you respond by the date stated above with the requested information and documentation supporting the basis for your claim.

If your claim relates to a mortgage loan that you believe was originated or serviced by one of the Debtors, please be sure to include the loan number and property address that the loan relates to in the information and documentation that you send us, so that we can effectively search our records for information on your property and loan, and evaluate your claim.

Residential Capital, LLC P.O. Box 385220 Bloomington, MN 55438
Morrison & Foerster LLP New York, New York 10104

Claim Number: 292
Linton C. Layne, Nancy K. Layne

Note: The Debtors previously provided notices about their bankruptcy filings and the claim process to current customers and mortgage loan applicants. You may have received one or more of those notices. Nothing in those notices and nothing in this letter changes your obligations under your mortgage loan agreement (i.e. if you were obligated to make, or were making, mortgage loan payments before the ResCap bankruptcy case commenced, you should continue to make mortgage loan payments). However, if the only reason you filed a Proof of Claim was because you received a notice from the Debtors and you do not believe that ResCap, GMAC Mortgage or any of the other Debtors owes you money or other relief, please reply to us via email or letter stating so. This information is necessary to evaluate your claim.

Questions:

If you have any questions about this letter, or need help in providing the requested information and document(s), you should contact an attorney. You may also contact the Special Counsel to the Official Committee of Unsecured Creditors¹ (contact information provided below):

SPECIAL COUNSEL TO THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS

SILVERMANACAMPORA LLP
100 Jericho Quadrangle, Suite 300
Jericho, New York 11753
Telephone: 866-259-5217
Website: <http://silvermanacampora.com>
E-mail address: rescapborrower@silvermanacampora.com

You must send the requested information and document(s) supporting your claim on or before the date provided in this letter to either:

- (i) Claims.Management@gmacrescap.com, or
- (ii) Residential Capital, LLC
P.O. Box 385220
Bloomington, Minnesota 55438

Please mark each piece of correspondence with the Claim Number referenced above.

Sincerely,

Claims Management
Residential Capital, LLC

¹ Please be advised that SilvermanAcampora LLP does not represent you individually and, therefore, cannot provide you with legal advice.

Linton C. Layne, Nancy K. Layne
Nancy Kay Layne
95580 South Coos River Lane
Coos Bay, OR 97420



Washington County, Oregon

2006-030002

03/15/2006 03:16:15 PM

D-M

Cnt=1 9th=10 A DUYCK

\$50.00 \$8.00 \$11.00 - Total = \$67.00



00923552200800300020100108

I, Jerry Hanson, Director of Assessment and Taxation
and Ex-Officio County Clerk for Washington County,
Oregon, do hereby certify that the within instrument of
writing was received and recorded in the book of
records of said county.

Jerry R. Hanson
Jerry R. Hanson, Director of Assessment and Taxation,
Ex-Officio County Clerk



Until a change is requested all tax statements
shall be sent to the following address.

2186 EAST MAIN STREET,
HILLSBORO, OR 97123

When Recorded Mail To:

MIP INSURING DEPARTMENT
SIERRA PACIFIC MORTGAGE COMPANY, INC.
50 IRON POINT CIRCLE, STE 200
FOLSOM, CA 95630
916-932-1700

[Space Above This Line for Recording Data]

Loan No: [REDACTED] 5928

TAX ACCOUNT NUMBER: R0717371

DEED OF TRUST

MIN: [REDACTED] 5928-0

THIS DEED OF TRUST ("Security Instrument") is made on MARCH 8, 2006, among the
Grantor, LINTON CECIL LAYNE and NANCY KAY LAYNE

(herein "Borrower"). FIRST AMERICAN TITLE INSURANCE COMPANY OF OREGON
, (herein "Trustee"),
and the Beneficiary, Mortgage Electronic Registration Systems, Inc. ("MERS"), (solely as nominee for Lender, as
hereinafter defined, and Lender's successors and assigns). MERS is organized and existing under the laws of
Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026,
tel. (888) 679-MERS.

SIERRA PACIFIC MORTGAGE COMPANY, INC.
("Lender") is organized and existing under the laws of the state of CALIFORNIA, and
has an address of 50 IRON POINT CIRCLE, STE 200, FOLSOM, CA 95630

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably
grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County
of WASHINGTON, State of Oregon:

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A."

which has the address of: 2186 EAST MAIN STREET [Street],
HILLSBORO [City], Oregon 97123 [ZIP Code] (herein "Property Address");

OREGON - SECOND MORTGAGE - 1/80 - FNMA/FHLMC UNIFORM INSTRUMENT with MERS

DRAW.MERS.OR.2ND.DT.1.WPF (SECONDS\DEEDS\ORMERSDT.2ND)

Form 3838 Amended 2/99
Page 1 of 7

Recorded By
First American Title Insurance Company of Oregon

No.

EXHIBIT A

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TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), all of which shall be deemed to be and remain a part of the property covered by this Security Instrument; and all of the foregoing, together with said property (or the leasehold estate if this Security Instrument is on a leasehold) are hereinafter referred to as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument; but, if necessary to comply with law or (custom, MERS as nominee for Lender and Lender's successors and assigns), has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing or canceling this Security Instrument.

TO SECURE to Lender the repayment of the indebtedness evidenced by Borrower's note dated the same date as this Security Instrument, and extensions and renewals thereof (herein "Note"), in the principal sum of U.S. \$ 35,200.00 , with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on APRIL 1, 2021 ; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Security Instrument; and the performance of the covenants and agreements of Borrower herein contained.

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property, and that the Property is unencumbered except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Security Instrument, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional Lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Security Instrument that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Loan No: 5928
OREGON - SECOND MORTGAGE - 1/80 - FNMA/FHLMC UNIFORM INSTRUMENT with MERS

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.

4. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Security Instrument, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Security Instrument, and leasehold payments or ground rents, if any.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Security Instrument.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Security Instrument.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Security Instrument is on a leasehold. If this Security Instrument is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

Loan No: [REDACTED] 5928
OREGON - SECOND MORTGAGE - 1/80 - FNMA/FHLMC UNIFORM INSTRUMENT with MERS

DRAW.MERS.OR.2ND.DT.3.WPF (SECONDS\DEEDS\ORMERSDT.2ND)

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9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Security Instrument.

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability: Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Security Instrument, but does not execute the Note, (a) is co-signing this Security Instrument only to grant and convey that Borrower's interest in the Property to Trustee under the terms of this Security Instrument, (b) is not personally liable on the Note or under this Security Instrument, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Security Instrument or the Note, without that Borrower's consent and without releasing that Borrower or modifying this Security Instrument as to that Borrower's interest in the Property.

12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

13. Governing Law; Severability. The state and local laws applicable to this Security Instrument shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Security Instrument. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Security Instrument and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Security Instrument at the time of execution or after recordation hereof.

15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full or all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

17. Acceleration; Remedies. Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Security Instrument, including the covenants to pay when due any sums secured by this Security Instrument, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the nonexistence of a default or any other defense of Borrower to acceleration and sale. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Security Instrument to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 17, including, but not limited to, reasonable attorneys' fees.

If lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold and shall record such notice in each county in which the Property or some part thereof is located. Lender or Trustee shall give notice of sale in the manner prescribed by applicable law to Borrower and to the other person prescribed by applicable law. After the lapse of such time as may be required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in such order as Trustee may determine. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or Lender's designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees and costs of title evidence; (b) to all sums secured by this Security Instrument; and (c) the excess, if any, to the person or persons legally entitled thereto.

18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Security Instrument due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Security Instrument discontinued at any time prior to the earlier to occur of (i) the fifth day before sale of the Property pursuant to the power of sale contained in this Security Instrument or (ii) entry of a judgment enforcing this Security Instrument if: (a) Borrower pays Lender all sums which would be then due under this Security Instrument and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Security Instrument; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Security Instrument, and in enforcing Lender's and Trustee's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unimpaired. Upon such

payment and cure by Borrower, this Security Instrument and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument. Lender and the receiver shall be liable to account only for those rents actually received.

20. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing indebtedness secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty and to the person or persons legally entitled thereto. Such person or persons shall pay all costs of recordation, if any.

21. Substitute Trustee. In accordance with applicable law, Lender may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, powers and duties conferred upon the Trustee herein and by applicable law.

22. Use of Property. The Property is not currently used for agricultural, timber or grazing purposes.

23. Attorney's Fees. As used in this Security Instrument and in the Note, "attorneys' fees" shall include attorneys' fees, if any, which shall be awarded by an appellate court.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

[Check applicable box(es)]

<input type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Condominium Rider	<input type="checkbox"/> Second Home Rider
<input type="checkbox"/> 1-4 Family Rider	<input type="checkbox"/> Planned Unit Development Rider	<input checked="" type="checkbox"/> Other (Specify)

BALLOON RIDER

OREGON - SECOND MORTGAGE - 1/80 - FNMA/FHLMC UNIFORM INSTRUMENT with MERS

DRAW.MERS.OR.2ND.DT.6.WPF (SECONDS\DEEDS\ORMERSDT.2ND)

Loan No: 5928

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(REQUEST FOR NOTICE OF DEFAULT
AND FORECLOSURE UNDER SUPERIOR
MORTGAGES OR DEEDS OF TRUST)

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Security Instrument to give Notice to Lender, at Lender's address set forth on page one of this Security Instrument, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS THEREOF, Borrower has executed this Security Instrument.

Linton Cecil Layne (Seal)
LINTON CECIL LAYNE -Borrower

Nancy Kay Layne (Seal)
NANCY KAY LAYNE -Borrower

____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower

STATE OF OREGON,

On this
the above named

McPherson
10 day of March 2006
Linton Cecil Layne and
Nancy Kay Layne
their

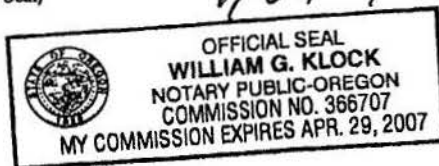
[Sign Original Only]
Loan No: 5928
County ss: _____
, personally appeared

and acknowledged the foregoing instrument to be their voluntary act and deed.

My Commission Expires: 4/29/07
(Official Seal)

Before me

Notary Public for Oregon



OREGON - SECOND MORTGAGE - 1/80 - FNMA/FHLMC UNIFORM INSTRUMENT with MERS Form 3838 Amended 2/99
DRAW.MERS.OR.2ND.DT.7.WPF (SECONDS\DEEDS\ORMERSDT.2ND) Page 7 of 7

This Instrument Was Prepared By:

LINKEM, SCOTT
SIERRA PACIFIC MORTGAGE COMPANY, INC.
8905 SW NIMBUS AVE., STE 150
BEAVERTON, OR 97008
503-291-6900

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Date: March 08, 2006

File No.: 7016-707571 (WGK)

EXHIBIT 'A'

LEGAL DESCRIPTION:

A portion of Tract 14, AMENDED PLAT OF FAIRVIEW ADDITION TO THE CITY OF HILLSBORO, in the City of Hillsboro, County of Washington and State of Oregon, described as follows:

Beginning at the Northwest corner of Tract 14 and running thence South 0°23' West along the West line of said Tract 14, a distance of 135.1 feet to a point; thence South 85°21' East parallel to E. Main Street, a distance of 70.0 feet, more or less, to an iron rod; thence North 0°23' East 105.0 feet to an iron rod; thence continuing North 0°23' East 30.1 feet to a point in the center of E. Main Street; thence North 85°21' West in the center of E. Main Street, being also the Northerly boundary of said Tract 14, a distance of 70.0 feet, more or less, to the point of beginning.

Initials: hcr NK

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Balloon Rider

THIS BALLOON RIDER is made this 8th day of MARCH, 2006, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note (the "Note") to SIERRA PACIFIC MORTGAGE COMPANY, INC., A CALIFORNIA CORPORATION

(the "Lender") of the same date and covering the property described in the Security Instrument and located at:

2186 EAST MAIN STREET
HILLSBORO, OR 97123
[Property Address]

The interest rate stated on the Note is called the "Note Rate." The date of the Note is called the "Note Date." I understand the Lender may transfer the Note, Security Instrument and this Rider. the Lender or anyone who takes the Note, the Security Instrument and this Rider by transfer and who is entitled to receive payments under the Note is called the "Note Holder."

ADDITIONAL COVENANTS. In addition to the covenants and agreements in the Security Instrument, Borrower and Lender further covenant and agree as follows (despite anything to the contrary contained in the Security Instrument or the Note):

THIS LOAN IS PAYABLE IN FULL AT MATURITY. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. THE LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. YOU WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER, WHICH MAY BE THE LENDER YOU HAVE THIS LOAN WITH, WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF YOU OBTAIN REFINANCING FROM THE SAME LENDER.

Loan No: [REDACTED] 5928

SECONDS BALLOON RIDER - MULTISTATE
DRAW.MX.2ND.BALLOON.RIDER.1.WPF (P:\OPSSHARE\RIDERS\SECONDS\MX_BLN.RID)

SBR630 (01/97)
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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Balloon Rider.

<u>Linton Cecil Layne</u>		<u>3/10/06</u>
LINTON CECYL LAYNE	-Borrower	Date
<u>Nancy Kay Layne</u>		<u>3/10/06</u>
NANCY KAY LAYNE	-Borrower	Date
_____	-Borrower	_____
_____	-Borrower	_____
_____	-Borrower	_____
_____	-Borrower	_____

Loan No: [REDACTED] 5928

SECONDS BALLOON RIDER - MULTISTATE
DRAW.MX.2ND.BALLOON.RIDER.2.WPF (P:\OPSSHARE\RIDERS\SECONDS\MX_BLN.RID)

SBR630 (01/97)
Page 2 of 2



www.mers-servicerid.org

Process Loans, Not Paperwork™

5 records matched your search:

MIN: [REDACTED] 5928-0 Note Date: 03/08/2006 MIN Status: Active

Servicer: [Ocwen Loan Servicing LLC](#) Phone: (800) 766-4622
West Palm Beach, FL

If you are a borrower on this loan, you can [click here](#) to enter additional information and display the Investor name.

MIN: [REDACTED] 3951-4 Note Date: 03/08/2006 MIN Status: Inactive

Servicer: [Bank of America, N.A.](#) Phone: (800) 669-6607
Simi Valley, CA

If you are a borrower on this loan, you can [click here](#) to enter additional information and display the Investor name.

MIN: [REDACTED] 2532-8 Note Date: 07/19/2004 MIN Status: Inactive

Servicer: [GMAC Mortgage, LLC](#) Phone: (800) 766-4622
fort washington, PA

If you are a borrower on this loan, you can [click here](#) to enter additional information and display the Investor name.

MIN: [REDACTED] 6775-0 Note Date: 05/24/2002 MIN Status: Inactive

Servicer: [GMAC Mortgage, LLC](#) Phone: (800) 766-4622
fort washington, PA

If you are a borrower on this loan, you can [click here](#) to enter additional information and display the Investor name.

MIN: [REDACTED] 8506-8 Note Date: 05/20/2002 MIN Status: Inactive

Servicer: [GMAC Mortgage, LLC](#) Phone: (800) 766-4622
fort washington, PA

EXHIBIT B

(11)



Hi, my name is **Andy Wright**. I am your designated **Property Record Specialist**.

2186 E Main St Hillsboro OR, 97123



Building Size
864 sq ft

Year Built
1961

Last Sold
Aug 2012

\$116,908

Bedrooms

2 beds

Bathrooms

1.00 baths

Lot

7405 sq ft



This 864 square-foot home has 2 bedrooms and 1.00 bathrooms. See more details for 2186 E Main St Hillsboro OR, Hillsboro, OR on Zillow.

Bird's Eye View



© 1997-2013, DigitalGlobe, Metro, Portland Oregon, State of Oregon, U.S. Geological Survey

Street View



Additional Information



EXHIBIT C

40 45580 SOUTH COOS RIVER LAKE
COOS BAY OREGON

Claims
Resident Capital, LLC
PO Box 385220
Blainville, Oregon 97538



Exhibit A-2

7/21/13

Subject: Claim Number 1279; Basis and Rationale

References:

1. Letter, subject GMAC Mortgage, Proof of Claim #2, Basis of Claim, dtd. Oct 11, 2012
2. Letter, subject: Hardship Letter, dtd September 7, 2012 (attached)
3. Morrison/Foerster letter, subject: Claim Number 1279, dtd. June 21, 2013

Basis of Claim:

The original terms of the note for loan [REDACTED] 3069 Heritage Plaza Mortgage, Inc, "Fixed/Adjustable Rate Rider" paragraph 4. (C) Calculation of Changes states the conditions and terms for rate changes. "The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of the calculation will be the new amount of my monthly payments."

These terms are in two other loans that I incurred in the same year for other investment properties and in fact is a standard statement used in Freddie Mac and Fannie May loans. The practice that GMAC employed as the fixed rate expired and the subsequent adjustable rate changes occurred is not standard practice. My other loans all adjusted to the lower rates and my monthly payments continued to be interest only while GMAC continued to keep my monthly payments high and applied the difference to principal reduction. As reference 1 stated that I asked for an interest only payment and reference 2 stated that I requested the reduction as a hardship request. GMAC continued their practice without consideration to hardship and in continece with standard industry practice. Therefore, I have filed a claim for the excess amount paid and request remedy. The basis of the calculation is as stated in reference 1. Updated amount is \$25,467.61.

Remedy may be either alternative;

1. Credit the principal amount in cash to me. Reset loan amount to original amount.
2. Provide a fixed interest rate conversion option to this loan.


Ronald Nakamoto

9/7/12

Subject: Hardship Letter

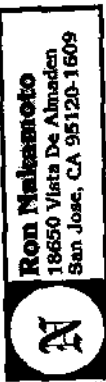
This is a request for payment relief in the form of a refinance of the current mortgage loan for the property at 8297 Bull Mountain Circle, Elk Grove, CA 95758. This is a rental property.

The following circumstances are provided for your evaluation;

1. Rental income for this property is \$1,450/mo while expenses are \$1,940 which results in a negative cash flow of \$480/mo or \$5,880/ year and greater when the unit is not rented.
2. All other rental income is \$6,979/mo while all other mortgage expenses are \$22,114 resulting in an additional negative cash flow of \$15,135/mo or \$181,620/ year.
3. Income is lower from the time of the original purchase due to company downsizing. Early pension is \$5,400/month, subsidized by deferred income of \$22,000/month which will expire in five years.
4. The property is currently valued at \$204,601 with a current mortgage of \$255,672 which makes it difficult to refinance under normal qualification criteria.



Ron Nakamoto



Residential Capital LLC
PO Box 385220
Bloomington, Minnesota 55438

55438522020

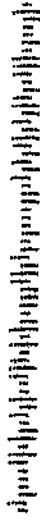


Exhibit A-3

MORRISON | FOERSTER

Claim Information

Claim Number	1466
Basis of Claim Explanation that states the legal and factual reasons why you believe you are owed money or are entitled to other relief from one of the Debtors as of May 14, 2012 (the date the Debtors filed their bankruptcy cases) and, you must provide copies of any and all documentation that you believe supports the basis for your claim.	See Attached

If your claim relates to a mortgage loan that you believe was originated or serviced by one of the Debtors, please be sure to include the following loan information, so that we can effectively search our records for information on your property and loan, and evaluate your claim.

Loan Number: [REDACTED] 3862		
Address of property related to the above loan number: 93 Wisconsin St.		
City: Long Beach	State: NY	ZIP Code: 11561

Additional resources may be found at - <http://www.kccllc.net/rescap>

Residential Capital, LLC P.O. Box 385220 Bloomington, MN 55438

Claim Number: 1466
Suzanne Koegler and Edward Tobias

Law Offices of Edward N. Tobias, L.L.C.

**75 Princeton Oval
Freehold, NJ 07728
Tel./Fax (732) 462-6672**

www.tobiaslaw.com

June 20, 2013

Residential Capital, LLC
P.O. Box 385220
Bloomington, Minnesota 55438

Via Regular Mail and E-Mail to:
Claims.Management@gmacrescap.com

Re: Suzanne Koegler & Edward N. Tobias
Claim No. 1466
Premises: 93 Wisconsin St., Long Beach, NY 11561
Claim No. 1467
Premises: 75 Princeton Oval, Freehold, NJ 07728

Dear Sir or Madam:

Thank you for your recent correspondence regarding the above-referenced claims and requesting supporting information regarding the Proof(s) of Claim.

At the time of the bankruptcy filing of GMAC Mortgage, LLC and other related entities (GMAC), claimants were current loan customers based on loans originated and serviced by one of the debtors for the above-referenced properties. Per Claim Nos. 1466 and 1467, dated October 17, 2012 and marked as filed on October 22, 2012, claimants advised that claims for damages based on Consumer Fraud or other claim / affirmative defenses to foreclosure requesting monetary relief were being made in the amount of \$1,000,000.00 for each property. At the time of filing, documents were not available because the Complaint in the matter(s) had not yet been filed.

To date, Complaints have still not yet been filed on Claimants' individual behalf. However, information has been gathered regarding legal filings for similar claims and/or class actions. For reference purposes only, pdf copies of representative cases have been attached to the e-mail submission of this letter. Reference is also made to the Consent Judgment between GMAC and the Justice Department, the Department of Housing and Urban Development (HUD) and 49 state attorneys general to address mortgage loan servicing and foreclosure abuses. The original signed letter is forwarded without attachments. Upon actual filing of Complaints detailing the legal sufficiency of claimants' damages, same will be provided.

By: Edward N. Tobias, Esq.

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

FILED

APR - 4 2012

Clerk, U.S. District & Bankruptcy
Courts for the District of Columbia

UNITED STATES OF AMERICA,
et al.,

Plaintiffs,

v.

BANK OF AMERICA CORP. *et al.*,

Defendants.

12 0361

Civil Action No. _____

CONSENT JUDGMENT

WHEREAS, Plaintiffs, the United States of America and the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Louisiana, Maine, Maryland, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oregon, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Washington, West Virginia, Wisconsin, Wyoming, the Commonwealths of Kentucky, Massachusetts, Pennsylvania and Virginia, and the District of Columbia filed their complaint on March 12, 2012, alleging that Residential Capital, LLC, Ally Financial, Inc., and GMAC Mortgage, LLC (collectively, "Defendant") violated, among other laws, the Unfair and Deceptive Acts and Practices laws of the Plaintiff States, the False Claims Act, the Financial Institutions Reform, Recovery, and Enforcement Act of 1989, the

Servicemembers Civil Relief Act, and the Bankruptcy Code and Federal Rules of Bankruptcy Procedure;

WHEREAS, the parties have agreed to resolve their claims without the need for litigation;

WHEREAS, Defendant, by its attorneys, has consented to entry of this Consent Judgment without trial or adjudication of any issue of fact or law and to waive any appeal if the Consent Judgment is entered as submitted by the parties;

WHEREAS, Defendant, by entering into this Consent Judgment, does not admit the allegations of the Complaint other than those facts deemed necessary to the jurisdiction of this Court;

WHEREAS, the intention of the United States and the States in effecting this settlement is to remediate harms allegedly resulting from the alleged unlawful conduct of the Defendant;

AND WHEREAS, Defendant has agreed to waive service of the complaint and summons and hereby acknowledges the same;

NOW THEREFORE, without trial or adjudication of issue of fact or law, without this Consent Judgment constituting evidence against Defendant, and upon consent of Defendant, the Court finds that there is good and sufficient cause to enter this Consent Judgment, and that it is therefore ORDERED, ADJUDGED, AND DECREED:

I. JURISDICTION

1. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331, 1345, 1355(a), and 1367, and under 31 U.S.C. § 3732(a) and (b), and over Defendant. The Complaint states a claim upon which relief may be granted against Defendant. Venue is appropriate in this District pursuant to 28 U.S.C. § 1391(b)(2) and 31 U.S.C. § 3732(a).

Mitchell J. Stein SBN # 121750
MITCHELL J. STEIN & ASSOCIATES
2950 Buskirk Avenue, Third Floor
Walnut Creek, CA 94597
Tel: (914) 843-7957
Fax: (914) 652-2431
Email: oceibod@gmail.com

Theodore R. Maloney SBN #125094
FINANCE LAW GROUP
5023 North Parkway Calabasas
Calabasas, CA 91302
Tel: (424) 234-5446
Fax: (424) 238-2162
Email: trm@financelawgroup.com

Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

JAMES W. LOCKER, an individual;
DOUGLAS LIZARDI, an individual;
DEBBIE LIZARDI, an individual;
JOSE ALFREDO SEGOVIA, an individual;
LISA M. ROSA, an individual;
RAYMOND TRAN, an individual;
ROBERT ROSS, an individual;
ESME ROSS, an individual;
TONY TRUJILLO, an individual;
DONNA TRUJILLO, an individual;
JAMES SHIPMAN, an individual;
CHRISTINE SHIPMAN, an individual;
and others similarly situated named herein as
ROES 1 through 10,000, inclusive,

Plaintiffs,

vs.

ALLY BANK, N.A., a Utah corporation, in
its own capacity and as an acquirer of certain
assets and liabilities of GMAC; GMAC, a
national banking association; WESTERN
NATIONAL APPRAISALS, a business
entity; CALIFORNIA RECONVEYANCE
COMPANY, a California corporation;
CASAS & HIPOTECAS, a California
corporation; and DOES 1 through 1000,
inclusive,

Case No.

COMPLAINT FOR:

1. **FRAUDULENT
CONCEALMENT
[VIOLATION OF CAL. CIV.
CODE §§ 1572, 1709 AND
1710] (INCLUDING
DECLARATORY AND
INJUNCTIVE RELIEF TO
VOID MORTGAGE);**
2. **INTENTIONAL
MISREPRESENTATION
[VIOLATION OF CAL. CIV.
CODE §§ 1572, 1709 AND
1710] (INCLUDING
DECLARATORY AND
INJUNCTIVE RELIEF TO
VOID MORTGAGE);**
3. **NEGLIGENT
MISREPRESENTATION
[VIOLATION OF CAL. CIV.
CODE §§ 1572, 1709 AND
1710] (INCLUDING
DECLARATORY AND**

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Defendants

- INJUNCTIVE RELIEF TO
VOID MORTGAGE);
4. VIOLATION OF CAL. CIVIL
CODE § 2923.5;
5. UNFAIR COMPETITION
[VIOLATIONS OF CAL. BUS.
& PROF. CODE § 17200 ET
SEQ.] (INCLUDING
INJUNCTIVE RELIEF TO
VOID MORTGAGE)
6. BREACH OF CONTRACT

[JURY TRIAL DEMANDED]

/



U.S. POSTAGE
\$**.66**
FCM LETTER
07728
Date of sale
06/20/13
06 2S00
08343201
APC F00022800 05649

Residential Capital, LLC
P.O. Box 385220
Bloomington, Minnesota 55438

438520 1000

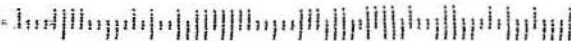


Exhibit A-4

RESCAP

JUL 22 2013

MORRISON | FOERSTER

To: _____
By: _____

Claim Information

Claim Number	3889 , 4139, 4129, 4134
Basis of Claim Explanation that states the legal and factual reasons why you believe you are owed money or are entitled to other relief from one of the Debtors as of May 14, 2012 (the date the Debtors filed their bankruptcy cases) and, you must provide copies of any and all documentation that you believe supports the basis for your claim.	<i>all claims are contingent and unliquidated</i> _____ _____ <i>THE CLAIM IS CURRENTLY CONTINGENT and unliquidated</i>

If your claim relates to a mortgage loan that you believe was originated or serviced by one of the Debtors, please be sure to include the following loan information, so that we can effectively search our records for information on your property and loan, and evaluate your claim.

Loan Number: _____ 9130 ; _____ 5654 ; _____ 6453		
Address of property related to the above loan number: 4011 Hubert Avenue		
City: Los Angeles	State: California	ZIP Code: 90008

Submitted in conjunction with claim nos. 4139, 4129, 4134

Additional resources may be found at - <http://www.kcclic.net/rescap>

RE: Account Nos.: [REDACTED] 9130; [REDACTED] 5654;
[REDACTED] 6453

Address: 4011 Hubert Avenue, Los Angeles,
California 90008

Dear Claims Management,

You have requested that I, Tia Smith provide information regarding the basis for and amount of my claim

The third amended complaint specifically details and supports the basis for my claim, however, the amount is currently contingent and unliquidated.

Please find attached a copy of the third amended complaint without exhibits and a forensic audit of the loan documents. I have also mailed a copy of my complaint **with the exhibits**.

The Debtor Defendants engaged in fraudulent business practices, predatory lending while aiding and abetting a wrongful foreclosure. I was induced into a predatory loan, my home was valued at 695,000 at the time I refinanced. The debtor Defendant Homecomings Financial LLC interfered with my performance of the allegedly void deed of trust, thereby creating a false default. My home has allegedly been sold at an illegal foreclosure sale. I have lost equity, mortgage payments, servicers were not authorized or entitled to collect, income, litigation costs and fees, damage to my credit, derogatory reporting to credit bureaus.

The likelihood of prevailing is great. Wherefore, I am entitled to recoupment, statutory, compensatory, general, and punitive damages.

Thank you
Tia Smith

323-384-4493

MYFATHERSDIAMOND @ MSN.COM

TIA SMITH
4011 Hubert Avenue
Los Angeles, CA 90008
Telephone: (323) 384-4493
Facsimile: (323) 295-0517

Plaintiff

CONFORMED COPY
OFFICE
Superior Court of California
County of Los Angeles

MAY 09 2013

John A. Clarke, Executive Officer/Clerk
BY  Deputy
Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

TIA SMITH
Plaintiff,
vs.

Case No.: BC465542
(Assigned For All Purposes to
Hon. John L. Segal)

AMERICAN MORTGAGE NETWORK, INC.,
RESIDENTIAL FUNDING COMPANY,
WALMAR FINANCIAL GROUP,
AURORA BANK FSB, CAL-WESTERN
RECONVEYANCE CORPORATION,
HOMECOMINGS FINANCIAL, GMAC,
RESIDENTIAL ACCREDIT LOANS, INC.,
DEUTSCHE BANK TRUST COMPANY
AMERICAS as INDENTURED TRUSTEE for
RALI 2007-Q01, FIRST AMERICAN TITLE
INSURANCE COMPANY ; MORTGAGE
ELECTRONIC REGISTRATION SYSTEMS,
INC. ; AND DOES 1-20, inclusive

Defendants.

**REQUEST FOR JUDICIAL NOTICE
IN SUPPORT OF OPPOSITION TO
DEFENDANTS' DEMURRER**

[Filed concurrently with:]

1. Plaintiff's Opposition to Defendants' Demurrer to Plaintiff's Second Amended Complaint;
2. Plaintiff's Opposition to Defendants' Motion to Strike;
3. Plaintiff's Objection to Defendants' Request for Judicial Notice in Support of Demurrer;

Hearing Date:

Date: May 22, 2013

Time: 8:30 a.m.

Dept.: 50

TO THE COURT ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

Plaintiff requests that the Court take judicial notice of the following facts and documents pursuant to *Evidence Code* 452(d) and 453:

1. Exhibit 1: A true, correct and certified copy of the Opinion of the Supreme Court of Nebraska case No. S-04-0786, *Mortgage Electronic Registration Systems, Inc. v.*

1 **Nebraska Department of Banking and Finance.** This document is a public record
2 which the Court may take judicial notice of. See *Fontenot v. Wells Fargo, N.A.*, 129
3 Cal.Rptr. 3d. 467, 2011 WL 3506177 at *3-*6 (Cal.App. 1st Dist. Aug. 11, 2011).

4 2. Exhibit 2: A true and correct copy of Aurora Loan Services LLC's Memorandum of
5 Points and Authorities in Support of Motion for Relief from Stay or Determining No Stay
6 is in Effect; *In Re Stanley Elliott Barnett, Jr*; No. 2:12-28433-RN. See *Fontenot v. Wells*
7 *Fargo, N.A.*, 129 Cal.Rptr. 3d. 467, 2011 WL 3506177 at *3-*6 (Cal.App. 1st Dist. Aug.
8 11, 2011).
9

10
11 Evidence Code section 452(d) provides that judicial notice may be taken of "[r]ecords
12 of (1) any court of this state or (2) any court of record of the United States or of any state of
13 the United States." Evidence Code section 453 provides that "[t]he trial court shall take judicial
14 notice of any matter specified in Section 452 if a party requests it and: (a) [g]ives each adverse
15 party sufficient notice of the request, through the pleadings or otherwise, to enable such adverse
16 party to prepare to meet the request; and (b) [f]urnishes the court with sufficient information to
17 enable it to take judicial notice of the matter." Evidence Code section 452(d), the court can take
18 judicial notice of the records in the pending action, or in any other action pending in the U.S. If
19 such records disclose an absolute defense to the action or deficiency in the complaint, the matter
20 can be adjudicated at the demurrer hearing. (*Bistawros v. Greenberg* (1987) 189 Cal.App. 3d
21 189, 192.)
22

23
24 The attached Opinion and Memorandum of Point and Authorities are records of the
25 Supreme Court of Nebraska and the United States District Court for the Central District of
26 California, and are therefore judicially noticeable under Evid. Code § 452(d). The Opinion
27
28

1 is relevant to this action as Defendant admits that "MERS shall at all times comply with the
2 instructions of the beneficial owner of mortgage loans". The Memorandum of Points and
3 Authorities is relevant to this action as Defendants claim that many of Plaintiff's claims are time
4 barred.

5 Respectfully submitted,

6 Dated: May 3, 2013

7 
8 Tia Smith

EXHIBIT 1

of the conclusion reached by the trial court. *Curry v. Lewis & Clark NRD*, 267 Neb. 857, 678 N.W.2d 95 (2004).

Qwest maintained control over the site of Washington's accident, which occurred on a utility easement. Therefore, the accepted work doctrine was not applicable to the facts of this case. It was error for the trial court to instruct the jury that the accepted work doctrine could be relied upon as a defense in this case.

[5,6] Whether a legal duty exists for actionable negligence is a question of law dependent on the facts in a particular case. *Semler v. Sears, Roebuck & Co.*, 268 Neb. 857, 689 N.W.2d 327 (2004). In order to prevail in a negligence action, a plaintiff must establish the defendant's duty to protect the plaintiff from injury, a failure to discharge that duty, and damages proximately caused by the failure to discharge that duty. *Keys v. Gufmann*, 267 Neb. 649, 676 N.W.2d 354 (2004). Washington adduced evidence which, if believed by the trier of fact, would establish that Qwest had a duty to protect him from injury, that it did not discharge that duty, and that he was injured as a result. Therefore, Washington is entitled to a new trial as to Qwest's liability.

DIRECTED VERDICT

[7] Washington claims that the trial court erred when it granted Addison's motion for directed verdict and dismissed Addison from the case. A directed verdict is proper at the close of all the evidence only when reasonable minds cannot differ and can draw but one conclusion from the evidence, that is to say, when an issue should be decided as a matter of law. *Gerhold Concrete Co. v. St. Paul Fire & Marine Ins.*, 269 Neb. 692, 695 N.W.2d 665 (2005). The court found the evidence showed that Addison requested telephone service, that Qwest installed the service and left a wire lying on the ground in a utility easement, and that Washington tripped over the wire and sustained injuries.

[8] The threshold issue in any negligence action is whether the defendant owes a legal duty to the plaintiff. *Fuhrman v. State*, 265 Neb. 176, 655 N.W.2d 866 (2003). If there is no legal duty, there is no actionable negligence. *Id.* Washington failed to show that Addison owed him a legal duty. Washington and Addison had no contractual relationship. Addison did not control the installation of the telephone wire. Its construction site was

across the street and some 300 to 700 feet away from the terminal box on the utility easement. Addison had no control over the premises on which Washington's injury occurred.

Because Addison had no control over the installation of the wire or the premises where Washington was injured, Addison had no duty to protect Washington from injury. See, *Muckey v. Dittoe*, 235 Neb. 250, 454 N.W.2d 682 (1990); *Green v. Duke Power Co.*, 305 N.C. 603, 290 S.E.2d 593 (1982). The trial court did not err in granting Addison's motion for directed verdict, and this assignment of error has no merit.

CONCLUSION

For the reasons set forth above, the judgment of the district court as to Qwest is reversed and the cause is remanded for a new trial. The directed verdict in favor of Addison is affirmed.

AFFIRMED IN PART, AND IN PART REVERSED
AND REMANDED FOR A NEW TRIAL.

STEPHAN, J., not participating.

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.,
APPELLANT, v. NEBRASKA DEPARTMENT OF
BANKING AND FINANCE, APPELLEE.
704 N.W.2d 784

Filed October 21, 2005. No. S-04-786.

1. **Administrative Law: Judgments: Appeal and Error.** A judgment or final order rendered by a district court in a judicial review pursuant to the Administrative Procedure Act may be reversed, vacated, or modified by an appellate court for errors appearing on the record. When reviewing an order of a district court under the Administrative Procedure Act for errors appearing on the record, the inquiry is whether the decision conforms to the law, is supported by competent evidence, and is neither arbitrary, capricious, nor unreasonable.

Appeal from the District Court for Lancaster County: JOHN A. COLBORN, Judge. Reversed and remanded with directions.

James M. Pfeffer and Joseph T. Breckenridge, of Abrahams, Kaslow & Cassman, L.L.P., for appellant.

Jon Bruning, Attorney General, and Fredrick F. Neid for appellee.

HENDRY, C.J., WRIGHT, CONNOLLY, GERRARD, STEPHAN, McCORMACK, and MILLER-LERMAN, JJ.

GERRARD, J.

NATURE OF CASE

Mortgage Electronic Registration Systems, Inc. (MERS), appealed an order of the Department of Banking and Finance (the Department), declaring that MERS is a "mortgage banker" under Neb. Rev. Stat. § 45-702 (Reissue 2004) and therefore subject to the license and registration requirements of the Mortgage Bankers Registration and Licensing Act (the Act), Neb. Rev. Stat. § 45-701 et seq. (Reissue 2004). The district court affirmed the order, and MERS appealed. For the reasons that follow, we conclude that MERS is not a mortgage banker as defined by the Act and, therefore, reverse the judgment of the district court.

FACTUAL AND PROCEDURAL BACKGROUND

MERS is a private corporation that administers the MERS System, a national electronic registry that tracks the transfer of ownership interests and servicing rights in mortgage loans. Through the MERS System, MERS becomes the mortgagee of record for participating members through assignment of the members' interests to MERS. MERS is listed as the grantee in the official records maintained at county register of deeds offices. The lenders retain the promissory notes, as well as the servicing rights to the mortgages. The lenders can then sell these interests to investors without having to record the transaction in the public record. MERS is compensated for its services through fees charged to participating MERS members.

MERS filed a petition with the Department, requesting a declaratory order that MERS is not a "mortgage banker" under § 45-702(6) and therefore not subject to the license and registration requirements of the Act. At the hearing before the director of the Department, the parties narrowed the issue to whether MERS directly or indirectly "acquires" mortgage loans within the meaning of the Act. The Department concluded that MERS

is a mortgage banker under the Act and is therefore required to obtain a mortgage banker's license from the Department pursuant to § 45-705.

MERS filed a petition for review under the Administrative Procedure Act. The district court affirmed the order of the Department, and MERS appealed.

ASSIGNMENTS OF ERROR

MERS assigns, summarized and restated, that the district court erred in affirming the order of the Department, finding that MERS "acquires" mortgage loans and is, therefore, a "mortgage banker" subject to the requirements of the Act.

STANDARD OF REVIEW

[1] A judgment or final order rendered by a district court in a judicial review pursuant to the Administrative Procedure Act may be reversed, vacated, or modified by an appellate court for errors appearing on the record. When reviewing an order of a district court under the Administrative Procedure Act for errors appearing on the record, the inquiry is whether the decision conforms to the law, is supported by competent evidence, and is neither arbitrary, capricious, nor unreasonable. *Troshynski v. Nebraska State Bd. of Pub. Accountancy*, ante p. 347, 701 N.W.2d 379 (2005).

ANALYSIS

MERS assigns that the district court erred in affirming the Department's order finding MERS to be a "mortgage banker" subject to the license and registration requirements of the Act. Pursuant to the Act, persons acting as or using the title of "mortgage banker" may not do so without first obtaining a license or registering with the Department under the Act or obtaining a license under the Nebraska Installment Loan Act. § 45-705(1). Section 45-702(6) defines "mortgage banker" as

any person not exempt under section 45-703 who, for compensation or gain or in the expectation of compensation or gain, directly or indirectly makes, originates, services, negotiates, acquires, sells, arranges for, or offers to make, originate, service, negotiate, acquire, sell, or arrange for ten or more mortgage loans in a calendar year.

Section 45-702(8) states that "[m]ortgage loan means any loan or extension of credit secured by a lien on real property, including a refinancing of a contract of sale or an assumption or refinancing of a prior loan or extension of credit." In this case, the parties agree that the inquiry is limited to whether MERS "acquires" mortgage loans under § 45-702(6). Further, although § 45-703 contains several exemptions to the Act, the parties agree that MERS does not fall under any of the exemptions.

In its order, the district court accurately characterized MERS' services as follows:

The MERS system was created to facilitate the transfer of ownership interests and servicing rights in mortgage loans. Under the System, MERS serves as mortgagee of record for participating members through assignment of the members' interests to MERS. Mortgage lenders participate in the MERS System as members upon completion of a membership application.

The district court went on to discuss the elements of the contract between MERS and its members, referring specifically to a document entitled, "Terms and Conditions," that states, in part:

The Member, at its own expense, shall promptly, or as soon as practicable, cause MERS to appear in the appropriate public records as the mortgagee of record with respect to each mortgage loan that the Member registers on the MERS® System. MERS shall serve as mortgagee of record with respect to all such mortgage loans solely as a nominee, in an administrative capacity, for the beneficial owner or owners thereof from time to time. MERS shall have no rights whatsoever to any payments made on account of such mortgage loans, to any servicing rights related to such mortgage loans, or to any mortgaged properties securing such mortgage loans. MERS agrees not to assert any rights (other than rights specified in the Governing Documents) with respect to such mortgage loans or mortgaged properties.

The document also states that "MERS shall at all times comply with the instructions of the beneficial owner of mortgage loans as shown on the MERS® System."

MERS argues that it does not acquire mortgage loans and is therefore not a mortgage banker under § 45-702(6) because it

only holds legal title to members' mortgages in a nominee capacity and is contractually prohibited from exercising any rights with respect to the mortgages (i.e., foreclosure) without the authorization of the members. Further, MERS argues that it does not own the promissory notes secured by the mortgages and has no right to payments made on the notes. MERS explains that it merely "immobilizes the mortgage lien while transfers of the promissory notes and servicing rights continue to occur." Brief for appellant at 12.

The Department argues that MERS, through the assignment of lenders' interests in mortgage loans, indirectly acquires mortgage loans and therefore falls within the scope of the Act. The Department further asserts that a loan and corresponding mortgage or deed of trust are inextricably intertwined and that, accordingly, the interests acquired by MERS are interests in mortgage loans, making MERS a mortgage banker subject to the requirements of the Act.

At the hearing before the Department, documents were offered and received into evidence, and the attorneys for both parties presented arguments before the hearing officer. During the hearing, counsel for the Department described MERS' function in the mortgage industry:

Mortgage lenders hire MERS to act as their nominee for mortgages, which allows the lenders to trade the mortgage note and servicing rights on the market without recording subsequent trades with the various register of deeds throughout Nebraska.

To execute a MERS Mortgage, the borrower conveys the mortgage to MERS, who is acting as a contractual nominee. MERS becomes the recorded grantee, however, the lender retains the note and servicing right. The lender can then sell that note and servicing rights on the market and MERS records each transaction electronically on its files. When the mortgage loan is repaid, MERS, as agent grantor, conveys the property to the borrower. MERS represents that this system saves the lender and the consumer the transaction costs that would be associated with manually recording every transaction.

1. **Administrative Law: Judgments: Appeal and Error.** A judgment or final order rendered by a district court in a judicial review pursuant to the Administrative Procedure Act may be reversed, vacated, or modified by an appellate court for errors appearing on the record.
2. ____: ____: _____. When reviewing an order of a district court under the Administrative Procedure Act for errors appearing on the record, the inquiry is

SUPREME COURT)
) ss.
STATE OF NEBRASKA)

I certify that I have compared the foregoing copy of the Opinion in the following case:

No. S-04-0786, Mortgage Electronic Registration Systems, Inc. v. Dept. of Banking with the
original now on file in my office. The same is a correct copy of the original.



IN TESTIMONY WHEREOF, I have hereunto set
my hand and caused to be affixed the Seal of this
Court, in the City of Lincoln, on August 13, 2012.

Lanet S. Asmussen

Clerk

By David C. Miller Deputy Clerk

EXHIBIT 2

1 LAURIE HOWELL(CA Bar No. 098785)
2 TFLG, A Law Corporation
3 202 Cousteau Place, Suite 260
4 DAVIS, CA 95618
5 TELEPHONE: (530) 750-3700
6 FACSIMILE: (530) 750-3344

7
8 Attorneys for
9 AURORA LOAN SERVICES, LLC

10 UNITED STATES BANKRUPTCY COURT
11 CENTRAL DISTRICT OF CALIFORNIA
12 LOS ANGELES DIVISION

13 In Re:) Bankruptcy No. 2:12-28433-RN
14)
15) Chapter 7
16 STANLEY ELLIOTT BARNETT, JR,)
17) MEMORANDUM OF POINTS AND
18) AUTHORITIES IN SUPPORT OF
19 Debtor.) MOTION FOR RELIEF FROM STAY
20) OR DETERMINING NO STAY IS IN
21) EFFECT
22) DATE: 11/20/12
23) TIME: 9:00 am
24) CTRM: 1645
25) FLOOR: 16th

26 Movant AURORA LOAN SERVICES, LLC submits the following:

27 As set forth in the moving papers previously filed, this is
28 the second bankruptcy case by Debtor STANLEY ELLIOTT BARNETT, JR.
The first case, Chapter 13 No. 11-37082-ER, was filed on 6/23/11
and dismissed on 9/22/11, for failure to appear at the \$341
hearing. Debtor's current case was filed on 5/25/12.

According to 11 USC §362(c)(3)(A), the automatic stay in this
case terminated on the 30th day after the filing of the petition
because no order continuing the stay in effect was entered within

Memorandum in Support of Motion

1 that time. The termination is absolute in that once the time
2 expires it cannot be revived by a belated motion to continue the
3 stay. See, In re Ortola, 2011 WL 7145793 (9th Cir BAP, 2011).
4 Therefore, the automatic stay is not in effect in this case.

5 Movant also asks the Court to note that the argument raised by
6 Debtor's landlady, Tia D Smith, that Deutsche Bank did not assign
7 the note to Movant is unmerited in that Ms. Smith fails to consider
8 that Deutsche Bank was the investor who provided the funds for the
9 loan, not the lender or beneficiary for purposes of the note and
10 deed of trust. The assignment from MERS, the nominal beneficiary to
11 which Ms. Smith agreed in the deed of trust, to Movant took place
12 after the letter Ms. Smith received from Karl Wutscher LLP in
13 response to her purported qualified written request.

14 Finally, to the extent Debtor BARNETT contends that the
15 unlawful detainer procedures were not properly followed, those
16 issues should be raised in defense of the state court action, which
17 has not yet gone to trial.

18 For the above reasons, the Court should grant an order that no
19 stay is in effect and, alternatively, grant relief from stay.

20 Dated: 10/24/12

Respectfully submitted,

TFLG, A Law Corporation

23 /s/ Laurie Howell
24 LAURIE HOWELL
25 Attorney for Movant
26 AURORA LOAN SERVICES, LLC
27
28

1 TIA SMITH
2 4011 Hubert Avenue
3 Los Angeles, CA 90008
4 Telephone: (323) 384-4493
5 Facsimile: (323) 295-0517

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7 Plaintiff

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

11 TIA SMITH
12 Plaintiff,
13 vs.

Case No.: BC465542
(Assigned For All Purposes to
Hon. John L. Segal)

13 AMERICAN MORTGAGE NETWORK, INC.,
14 RESIDENTIAL FUNDING COMPANY,
15 WALMAR FINANCIAL GROUP, AURORA
16 LOAN SERVICES LLC, CAL-WESTERN
17 RECONVEYANCE CORPORATION,
18 HOMECOMINGS FINANCIAL LLC, GMAC
19 MORTGAGE LLC, RESIDENTIAL ACCREDIT
20 LOANS, INC., DEUTSCHE BANK TRUST
21 COMPANY AMERICAS as TRUSTEE for
22 CERTIFICATE-HOLDERS of the RALI 2007-
23 QO1 TRUST; MORTGAGE ELECTRONIC
24 REGISTRATION SYSTEMS, INC. ; AND
25 DOES 1-20, inclusive

26
27 Defendants.

**THIRD AMENDED COMPLAINT
[JURY TRIAL DEMANDED]**

1. DECLARATORY RELIEF
2. FRAUD
3. TORTIOUS INTERFERENCE WITH CONTRACT
4. WRONGFUL FORECLOSURE AND SET ASIDE TRUSTEE'S SALE
5. CANCELLATION OF INSTRUMENTS
6. BREACH OF CONTRACT [Deed of Trust and Promissory Note]
7. BREACH OF CONTRACT [Workout and Forbearance Agreements]
8. VIOLATION OF CALIFORNIA BUSINESS AND PROFESSIONS CODE SECTION 17200 ET SEQ.
9. VIOLATION OF **CALIFORNIA CODE § 1788.17** UNFAIR DEBT COLLECTION PRACTICES
10. VIOLATION OF **15 U.S.C § 1641(g)**
11. UNJUST ENRICHMENT
12. ACCOUNTING
13. CONSTRUCTIVE TRUST
14. VIOLATION OF THE FAIR CREDIT

REPORTING ACT
15. FRAUDULENT OMISSIONS
16. QUIET TITLE
17. VIOLATION OF TILA

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DECLARATORY RELIEF	
(Against DBTCA, ALS, Cal-Western and Doe Defendants) (collectively "Defendants").....	37

SECOND CAUSE OF ACTION

FRAUD

(Against RFC, GMAC, MERS, ALS, Cal-Western, DBTCA and Doe Defendants).....39

THIRD CAUSE OF ACTION

TORTIOUS INTERFERENCE WITH CONTRACT

(Against RFC, GMAC, HF, ALS, DBTCA and Doe Defendants)
(collectively "Defendants").....46

FOURTH CAUSE OF ACTION

WRONGFUL FORECLOSURE AND TO SET ASIDE TRUSTEE'S SALE

(Against ALS, MERS, DBTCA, Cal-Western, RFC, GMAC and Doe Defendants).....49

FIFTH CAUSE OF ACTION

CANCELLATION OF INSTRUMENTS *CALIFORNIA CIVIL CODE SECTION 3412*

(Against MERS, ALS, Cal-Western, DBTCA, RFC and Doe Defendants).....55

SIXTH CAUSE OF ACTION

BREACH OF CONTRACT (Deed of Trust and Promissory Note)

(Against AMN, MERS, ALS, DBTCA, RFC, GMAC and Doe Defendants)
(collectively "Defendants").....57

SEVENTH CAUSE OF ACTION

BREACH OF CONTRACT (Workout and Forbearance Agreements)

(Against, MERS, ALS, DBTCA, RFC, GMAC and Doe Defendants)
(collectively "Defendants").....62

EIGHTH CAUSE OF ACTION

VIOLATION OF *BUSINESS AND PROFESSIONS CODE § 17200*

(Against MERS, ALS, DBTCA, Cal-Western AMN, RFC, GMAC, Walmar
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TENTH CAUSE OF ACTION

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TWELFTH CAUSE OF ACTION

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CONSTRUCTIVE TRUST

(Against ALS, DBTCA, RFC, GMAC and Doe Defendants).....79

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VIOLATION OF THE FAIR CREDIT REPORTING ACT

(Against ALS, DBTCA, and Doe Defendants).....80

FIFTEENTH CAUSE OF ACTION

FRAUDULENT OMISSIONS

**(Against RFC, GMAC, Walmar, AMN and Doe Defendants)
(collectively "Defendants").....81**

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VI. PRAYER FOR RELIEF.....91

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VERIFICATION.....93

COMPLAINT

COMES NOW Plaintiff Tia Smith ("Plaintiff") for her Amended Complaint against the above-named Defendants pleads as follows:

I. STATEMENT OF THE CASE

1. This action arises from a mortgage transaction in which Plaintiff executed a Promissory note ("Note") in favor of American Mortgage Network, Inc. ("AMN"), in the amount of \$556,000.00 secured by a Deed of Trust ("DOT") for the refinance of real property located at 4011 Hubert Avenue, Los Angeles, California 90008 ("Property"). Subsequently, Defendant Aurora Loan Services LLC ("ALS") attempted but failed to assign or transfer Plaintiff's Note to itself. As such, Defendants have no authority to collect on the Note and/or enforce the DOT.

2. Despite ALS' failure to perfect a security interest, ALS and its agents have attempted to collect on Plaintiff's Note and enforce the DOT with the knowledge that they have no legal right to do so. Under California law a party may not foreclose without the legal power to do so. Defendants knowingly concealed their lack of an enforceable interest by fabricating and recording false documents in the Los Angeles County Recorder's Office. Defendants' conduct is not only unfair and fraudulent, but also constitutes a violation of *California Penal Code section 532 (f)(a)(4)*.¹ Through this action, Plaintiff seeks damages resulting from Defendants' unlawful conduct and a declaratory judgment establishing that Defendants failed to substantiate a perfected security interest in the Note and DOT and will not collect *another free house*. Simply, Defendants have no legal, equitable, or pecuniary interest in Plaintiff's Note and DOT.

¹ *Cal. Penal Code section 532(f)(a)* provides that "a person commits mortgage fraud if, with the intent to defraud, the person does any of the following...(4) files or causes to be filed with the recorder of any county in connection with a mortgage loan transaction any document the person knows to contain a deliberate misstatement, misrepresentation, or omission."

II. JURISDICTION AND VENUE

3. Jurisdiction for this action is properly founded in the Superior Court State of California, County of Los Angeles. The underlying property of this controversy is located in the jurisdiction of Los Angeles Superior Court California. The Los Angeles County is the location of the real property, located at 4011 Hubert Avenue, Los Angeles, California.

III. PARTIES

4. TIA SMITH

Plaintiff is and at all times herein was a resident of Los Angeles County, California. Plaintiff has an interest in the real property located at 4011 Hubert Avenue, Los Angeles, California.

5. AMERICAN MORTGAGE NETWORK, INC.;

Defendant, American Mortgage Network, Inc. ("AMN") a subsidiary of Wells Fargo Bank, N.A. operated as a mortgage bank in the United States and had its principal place of business at 10421 Waterridge Circle, San Diego, CA 92121. According to the California Department of Corporations AMN is no longer licensed as a California Finance Lender as of 9/13/2007; no longer licensed as a Mortgage Banker as of 4/19/2007. [See *Exhibit J* true and correct copies]

6. RESIDENTIAL FUNDING COMPANY, LLC;

Defendant RFC and its predecessor, Residential Funding Corporation ("RFC") is a Delaware limited liability company with its principal place of business in Minneapolis, Minnesota.

7. WALMAR FINANCIAL GROUP, INC.;

1 Defendant Walmar Financial Group, Inc. ("Walmar") Plaintiff is informed and believes,
2 and on this basis alleges, that Walmar no longer has a valid real estate license with the DRE.
3 Plaintiff has no knowledge whether Walmar currently transacts any business in California.

4 **8. AURORA LOAN SERVICES, LLC**

5 Defendant ALS is a limited liability company. ALS was assigned as the servicer of the
6 Subject Loan by Residential Funding Company, LLC. ALS's principal office is located at 10350
7 Park Meadows Drive, Littleton, Colorado 80124. ALS is now known as Aurora Bank FSB.

9 **9. CAL-WESTERN RECONVEYANCE CORPORATION;**

10 Defendant Cal-Western Reconveyance Corporation ("Cal-Western"), is and was at all
11 times herein mentioned conducting business in California, as a National Association, and claims
12 to be duly appointed Trustee, under the Deed of Trust executed by Plaintiff, and is conducting
13 intrastate business in the State of California.

15 **10. HOMECOMINGS FINANCIAL, LLC;**

16 Defendant Homecomings ("HF") is a Delaware limited liability company engaged in the
17 business of consumer mortgage lending in this state with its principal place of business located
18 at: 8400 Normandale Lake Boulevard, Suite 250, Minneapolis, Minnesota 55437-1059.

20 **11. GMAC MORTGAGE, LLC;**

21 Defendant, GMAC MORTGAGE, LLC a/k/a GMAC MORTGAGE USA
22 CORPORATION ("GMAC"), is a Delaware corporation engaged in the business of consumer
23 mortgage lending in this state with its principal place of business located at: 100 Witmer Road,
24 Horsham, PA 19044-0963.

26 **12. RESIDENTIAL ACCREDIT LOANS, INC.;**

1 Defendant Residential Accredit Loans, Inc. ("RALI") is a Delaware corporation with its
2 principal place of business 8400 Normandale Lake Boulevard, Suite 250, Minneapolis,
3 Minnesota 55437. Plaintiff is informed and believes that RALI is the Depositor that acquired the
4 pooled assets and in turn deposits them into the Special Purpose Vehicles.

5 **13. DEUTSCHE BANK TRUST COMPANY AMERICAS as TRUSTEE for**
6 **CERTIFICATE-HOLDERS of RALI 2007-QO1 TRUST;**
7

8 Defendant, Deutsche Bank Trust Company Americas ("DBTCA") is a national banking
9 association organized under the laws of the United States and is engaged in the residential
10 mortgage business in this state with its principal executive offices located at: 60 Wall Street,
11 New York, New York 10005. Plaintiff is informed, believes and thereon alleges, that DBTCA is
12 the Trustee and custodian under the pooling and servicing agreement of the RALI 2007-
13 QO1Trust ("RALI Trust") and that DBTCA is responsible for holding the notes and mortgage
14 files on behalf of the RALI Trust which means that it is charged with the responsibility of
15 properly funding and transferring the loan into the Trust and administering the Trust properly;
16 DBTCA has been named in this action in its capacity as the Trustee of the RALI Trust. The
17 Trust, being sued through its trustee, is a New York Corporate Trust formed to act as A Real
18 Estate Mortgage Investment Conduit ("REMIC") trust pursuant to the U.S. Internal Revenue
19 Code ("IRC").
20

21 **14. MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.**
22

23 Defendant Mortgage Electronic Registration Systems, Inc., ("MERS"), is a Delaware
24 business and has its principal place of business at 1818 Library Street, Suite 300, Reston,
25 Virginia 20190. MERS, is owned by the company, MERSCORP, which is in turn owned by
26 a group of Wall Street investment Banks (e.g., Bank of America, CitiMortgage, Inc., GMAC
27
28

1 Residential Funding Corporation, and Wells Fargo Bank, N.A.), government sponsored entities
2 (e.g., Fannie Mae and Freddie Mac), mortgage insurance and title companies (e.g., First
3 American Title Insurance Corporation and PMI Mortgage Insurance Company), and the
4 Mortgage Bankers Association.

5 IV. FACTUAL ALLEGATIONS

6 *A. Plaintiff's Loan Application is Fabricated and Her Signature is Forged*

7
8 15. Plaintiff is informed and believes one or more Defendants fabricated and forged the
9 Loan Application used to obtain the predatory Option ARM loan to refinance her property. [see
10 *Exhibit C*] Sometime in October 2006, Broker Walter Hernandez of the Walmar Financial Group
11 ("Walmar") requested Plaintiff to submit a loan application. Plaintiff immediately submitted a
12 handwritten application via fax.
13

14 16. In June of 2011, Plaintiff discovered a fabricated and forged Loan Application dated
15 December 5, 2006. This application was executed three days after Plaintiff *signed* her Loan
16 documents and three days before the Loan closed.
17

18 17. Plaintiff alleges: (1) RFC, GMAC and/or its agent AMN, and/or its agent Walmar
19 represented to her that she qualified for the Loan based upon her "true income," which Plaintiff
20 provided to AMN's agent, Walter Hernandez of Walmar when she applied for the Loan; (2) the
21 representation was false since Plaintiff's obvious qualification for the Loan was based upon a
22 fabricated, inflated and forged statement of her income.(3) RFC, GMAC and/or its agent AMN,
23 and/or its agent Walmar knew the representation was false; (4) AMN demonstrated its intent to
24 defraud by failing to request documented proof of stated financial ability from Plaintiff and
25 instead relying upon the false financial data that was inserted into Plaintiff's Application, failing
26 to inform Plaintiff that the Application contained an inflated gross monthly income and failing to
27
28

1 provide Plaintiff with an opportunity to read or review the Application prior to the closing of the
2 loan; (5) Plaintiff relied on the misrepresentation and obtained the loan believing that AMN's
3 approval of the Loan indicated that Plaintiff qualified for the loan; and (6) Plaintiff was damaged
4 by the misrepresentation because she would not have obtained the Loan had she known her
5 qualification was based upon a fabricated, inflated and forged statement of her income. (7) By
6 executing the inflated, fabricated and forged Loan Application on December 5, 2006, three days
7 after Plaintiff signed her Loan documents, RFC, GMAC and/or its agent AMN, and/or its agent
8 Walmar intentionally concealed the fact of the inflated, fabricated income shown on the Loan
9 Application in order to induce Plaintiff to enter into the Option ARM loan.
10

11 18. Because there is the potential of collusion between the broker (Walmar) and an
12 employee of the Lender (AMN) and/or Warehouse Lender (RFC/GMAC) to produce a
13 fraudulent loan, Plaintiff is not certain which Defendants committed this fraudulent act.
14

15 ***B. Plaintiff did Not Consent to the Deed of Trust and Promissory Note***

16 19. According to ALS "...Deutsche Bank was the investor who provided the funds for
17 the loan, not the lender or beneficiary for purposes of the note and deed of trust." [see *Plaintiff's*
18 *RJN Exhibit 2 page 2 lines 8-10*] This represents an admission of AMN not funding the
19 Plaintiff's promissory note.
20

21 20. Plaintiff discovered this admission when ALS filed their Memorandum of Points and
22 Authorities in Support of Motion for Relief from Stay in the case of In re: Stanley Barnett, Jr.,
23 Case No. 2:12-28433-RN filed on October 24, 2012.
24

25 21. Where a contract involves a loan it should include the identity of the lender and
26 borrower, the amount of the loan, and the terms for repayment in order to be sufficiently definite.
27 *Peterson Development Co. v. Torrey Pines Bank*, 233 Cal.App.3d 103, 115 (1991).
28

1 22. Plaintiff alleges that because full disclosure was not given regarding the parties
2 involved and their respective rights Plaintiff did not and could not consent to the formation of the
3 Deed of Trust and Promissory Note. "Contract formation requires mutual consent, which cannot
4 exist unless the parties 'agree upon the same thing in the same sense.'" *Bustamante v. Intuit,*
5 *Inc.*, 141 Cal.App.4th 199, 208 (2006)(quoting *California Civil Code §§ 1580, 1550, 1565*).

6
7
8 ***C. American Mortgage Network, Inc. Allegedly Sells Plaintiff's Debt Obligation***

9 23. On or about December 2, 2006, Plaintiff executed a Note and DOT in favor of AMN
10 secured by Plaintiff's Property. On information and belief, Plaintiff alleges that shortly before or
11 after the origination of her Loan, AMN sold her Loan to RFC and/or GMAC.

12
13 24. Plaintiff alleges that RFC and/or GMAC were involved in an attempt to securitize
14 her Mortgage into the RALI 2007-QO1 Trust ("RALI Trust"). In order for Plaintiff's Mortgage
15 to be a part of the RALI Trust, the entities involved were required to follow various agreements
16 and established laws, including the Trust Agreement that governed the creation of the Trust. The
17 RALI Trust, if ever formed properly, is subject to and governed by (1) the Pooling and Servicing
18 Agreement; (2) the Mortgage and Loan Agreement; (3) the 424B5 Prospectus; (4) the common
19 law trust rules of New York; and (5) Internal Revenue Code section 860A through 860G, better
20 known as the Real Estate Mortgage Investment Conduit ("REMIC") rules.

21
22 25. An essential aspect of the mortgage securitization process is that the RALI Trust
23 must obtain and maintain good title to the mortgage loans comprising the pool for that certificate
24 offering. This is necessary in order for the Trustee of the RALI Trust to be **legally entitled to**
25 **enforce the mortgage loans in case of default**. In addition to other required documentation to
26 complete the Collateral File of any given loan, two documents relating to each mortgage loan
27
28

1 **MUST** be validly transferred into the RALI Trust as part of the securitization process – the
2 Promissory Note and the security instrument (deed of trust or mortgage). In this case, on
3 information and belief, Plaintiff alleges neither document was validly transferred.

4 26. Here, Plaintiff alleges that the “true sales” never took place due to the failure to
5 follow the basic legal requirements for the transfer of a security and thereby, none of the named
6 Defendants acquired any legal, equitable, and/or pecuniary interest in Plaintiff’s Note and/or
7 Deed of Trust. As a result, thereof, ALS, which purports to be Plaintiff’s Creditor, actually has
8 no secured or unsecured right, title, or interest in her Note and/or DOT, and has no right to
9 collect Plaintiff’s mortgage payments, demand mortgage payments, report derogatorily against
10 Plaintiff’s credit, foreclose or sell her property.

11 27. Plaintiff further alleges that, on information and belief, the RALI Trust that
12 purportedly owns Plaintiff’s Note and DOT has been dissolved due to the disbursement and
13 receipt of mortgage insurance payouts to DBTCA for the Certificate-Holders of the RALI Trust
14 (including, but not limited to, CDS and other mortgage insurance products). As a result of these
15 mortgage insurance payouts, the Certificate-Holders have been paid in full on Plaintiff’s alleged
16 debt obligation.

17 28. The parties involved in the alleged Securitization and transfer of Plaintiff’s Note and
18 DOT failed to adhere to section 2.01 of the PSA, which requires that Plaintiff’s Note and DOT
19 be properly endorsed, transferred, accepted, and deposited with the RALI Trust (or its custodian)
20 on or before the **January 30, 2007**, “closing date” indicated on the Prospectus. The “closing
21 date” is the date by which all of the Notes and Deeds of Trust **must** be transferred into the RALI
22 Trust. The failure to do so, results in the Note and DOT not being part of the RALI Trust, such
23 that it is **not a loan that any Defendant can attempt to collect on**. ALS furnished none of the
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1 funding for Plaintiff's Loan but, has trespassed on Plaintiff's Property with an unlawful
2 foreclosure and illegal trustee's sale. Simultaneously with or immediately before the loan was
3 taken out by the Plaintiff, the obligation reflected under the Promissory Note was satisfied by
4 monies provided by the Investors who then would have obtained ownership of and the right to
5 payment under the terms of the Note.

6
7 29. Plaintiff's information and belief is based on (1) a title report and analysis of the
8 Property's county records; (2) direct written and oral communication with Defendants; (3) her
9 own research, experience, and extensive review of case law, correspondence, news articles,
10 reports, and publicly available securitization documents and practices; (4) a review of the
11 purported "Corporate Assignment of Deed of Trust" signed by an ALS employee, Theodore
12 Schultz; and (5) RALI 2007-QO1 Trust's filings with the Securities and Exchange Commission
13 ("SEC"), including RALI 2007-QO1 Trust's 424B5 Prospectus and Pooling and Servicing
14 Agreement ("PSA"). This PSA dated as of January 1, 2007 is by and among RALI, as depositor
15 RFC, as master servicer, DBTCA, as trustee.

16
17 *[See www.sec.gov/Archives/edgar/data/1384915/000138491507000009/0001384915-07-000009.txt]*

18
19 30. Plaintiff alleges on information and belief that none of the Defendants can
20 demonstrate or document that Plaintiff's Note was ever properly endorsed, and transferred to
21 ALS. In fact, Plaintiff has requested numerous times that ALS verify and validate her debt.
22 Nonetheless, ALS attempts to take advantage of the complex structured finance system to
23 defraud yet another homeowner who has sought, for over three years, to come to a financial
24 arrangement with her true Creditor and avoid the possibility of double financial jeopardy.

25
26 31. Plaintiff does not dispute that she has an obligation under her Deed of Trust. Rather,
27 Plaintiff disputes the amount owed, and seeks the Court's assistance in determining who the
28

1 holder in due course is of her Note and DOT, and specifically what rights, as a Servicer, if any,
2 ALS has to claim a secured or unsecured interest in Plaintiff's Note and/or DOT.

3 32. The Note that Plaintiff signed and gave to AMN didn't mention MERS of ALS
4 whatsoever, therefore, MERS and ALS have no right to assign the Note to anyone.

5 33. Prior to June 2011, Plaintiff did not know that her mortgage loan was securitized.
6 She did not have the opportunity to accept or reject securitization funding.
7

8 34. RFC, GMAC, MERS, DBTCA, HF and ALS, did not loan Plaintiff any money. The
9 unlawful foreclosure complained of herein was initiated against Plaintiff by parties who have and
10 had no standing to commence or maintain any foreclosure proceeding, both by the express
11 language of the DOT which required that the beneficiary/party owed the obligation declare the
12 default and direct the sale, and by the laws governing the commencement and advancement of
13 foreclosure proceedings which require the trust beneficiary to declare such default and direct
14 such sale. Cal-Western, the purported substituted trustee is a complete stranger to the purported
15 loan transaction and ALS did not fund the loan with any of its own assets and are not owed any
16 of the funds to be repaid by Plaintiff, and do not stand to suffer any loss should they be enjoined
17 from having to rescind the invalid and unlawful sale of Plaintiffs' home.
18
19

20 35. The foreclosure on Plaintiff's home complained of herein was initiated by
21 Defendants who had and have no lawful right to initiate, advance or maintain any foreclosure or
22 eviction action against her.
23

24 ***D. Plaintiff Attempts to Modify Her Loan with Homecomings***

25 36. In mid November 2007 Plaintiff sought help from HF, whom Plaintiff thought was
26 her Lender. Plaintiff contacted HF to request a loan modification in order to reduce her monthly
27 payments. Upon HF's request, Plaintiff orally answered questions regarding her financial status.
28

1 HF orally informed Plaintiff that because her mortgage payments were current HF would not be
2 able to offer her any assistance.

3 37. On November 14, 2007, HF's representative "Miriam" orally advised Plaintiff that
4 she should miss at least three payments in order to be considered for a loan modification.

5 38. Plaintiff alleges that HF told her that she could not apply for or receive a
6 modification until her loan was delinquent and in furtherance of this representation, HF failed
7 and refused to send an application for modification or allow Plaintiff to apply for a loan
8 modification over the telephone prior to skipping payments.

9 39. Induced by HF's representative, "Miriam", Plaintiff apprehensively, followed her
10 directions and/or advice and Plaintiff skipped her monthly mortgage payments for the next three
11 months.
12

13 40. It appears that the Plaintiff is a victim of the now infamous loan mod scam where the
14 "pretender lender" tells the homeowner that they have to be three months behind in their
15 payments in order to be considered for a loan mod, but sometime thereafter tell the homeowner
16 that they have been referred for foreclosure. The fact that this same *modus operandi* has been used
17 by different "pretender lenders" and servicers in so many different states to manufacture
18 homeowner defaults tells us that this is a well-entrenched pattern of fraudulent activity on the
19 part of the "pretender lenders" and servicers to concoct fraudulent foreclosures.
20

21 ***E. Plaintiff Attempts to Modify her Loan with ALS***

22 41. Plaintiff received a letter dated April 11, 2008, stating the current Creditor to whom
23 the Mortgage Loan debt is owed was ***RALI 2007-QO1*** and that ALS was the current servicer of
24 her Loan.[see *Exhibit H*] ***RALI 2007-QO1*** nor ALS were a party to Plaintiff's original Loan
25 agreement. ***RALI 2007-QO1*** nor ALS loaned Plaintiff any money.
26
27
28

1 42. On April 30, 2008, Plaintiff called her new servicer ALS to explain how HF had
2 advised her to skip at least three (3) payments in order to qualify for a loan modification. ALS
3 claimed that they had no knowledge of what HF had advised and that Plaintiff was in default.
4 ALS claimed that there were no notes confirming what Plaintiff stated. Upon ALS's request
5 Plaintiff orally answered questions regarding her financial information. Following the
6 submission of Plaintiff's financial information, ALS proceeded to set-up Plaintiff into a
7 repayment agreement consisting of (6) payments with the (1st) payment of \$3100.00 and the
8 remaining (5) payments of \$3175.28. The representative advised Plaintiff that she would receive
9 a repayment agreement via mail and once it was received to immediately sign the agreement and
10 fax it back.[see *Exhibit O*]
11

12 43. Relying on ALS's false representations and fearing the loss of her residence Plaintiff
13 accepted the unaffordable payment arrangement as it was presented as her only option. The
14 Work-out Agreement Plaintiff received states that ALS is Plaintiff's Lender which is in
15 contradiction of the above referenced owner of Plaintiffs debt obligation (see *Exhibit O*)
16

17 44. Under duress Plaintiff made the initial payment of \$3100.00. After making the
18 initial payment of \$3100.00, Plaintiff contacted ALS in an attempt to arrange a more affordable
19 arrangement despite the past arrangement having been stated as the only option for repayment.
20 Plaintiff again orally submitted her financial information. On June 17, 2008, Plaintiff entered
21 into another repayment agreement with ALS. ALS's representative verbally advised Plaintiff
22 that this "new" repayment plan would consist of (4) consecutive payments. The (1st) payment
23 would be \$2,062.78. The (2nd and 3rd) payments would be \$2088.32 but, the (4th) payment would
24 be a balloon payment of \$9,635.74. The rep advised Plaintiff after making the (3rd) payment to
25 immediately call back in and submit a loan modification application. *The rep informed, directed*
26
27
28

1 **and/or advised** Plaintiff not to pay the (4th) payment. The rep stated that the (4th) payment was
2 indeed a balloon payment and that **ALS did not expect Plaintiff to pay the (4th) payment.** The
3 reasoning was if Plaintiff could make the balloon payment then Plaintiff would not need the loan
4 modification. The representative urged Plaintiff not to pay the (4th) payment or any payment
5 until Plaintiff heard from ALS regarding the loan modification. The representative advised
6 Plaintiff that she would receive a repayment agreement via mail and once it was received to
7 immediately sign the agreement and fax it back. [see **Exhibit P**]
8

9 45. Plaintiff received a letter stating that Plaintiff was denied a loan modification based
10 on failure to receive their request for financial documents.
11

12 46. On August 25, 2008, Plaintiff contacted ALS and once again, orally submitted her
13 financial information and entered into another repayment agreement with ALS. ALS's
14 representative, "Cheryl" (ID#C3F) verbally advised Plaintiff that this repayment plan would
15 consist of (4) consecutive payments. The (1st) payment would be \$3100.00. The (2nd and 3rd)
16 payments would be \$2139.99. The representative advised Plaintiff after making the (3rd) payment
17 to immediately call back in and submit a loan modification application. **The rep informed,**
18 **directed and/or advised** Plaintiff not to pay the (4th) payment of \$10,647.96. The rep stated that
19 the (4th) payment was indeed a balloon payment and that ALS did not expect Plaintiff to pay the
20 (4th) payment. The reasoning was if Plaintiff could make the balloon payment then Plaintiff
21 would not need the loan modification. **The representative urged Plaintiff not to pay the (4th)**
22 **payment or any payment until Plaintiff heard from ALS regarding the loan modification.** The
23 representative advised Plaintiff that she would receive a repayment agreement via mail and once
24 received to immediately sign the agreement and fax it back. Once again, the Work-out
25 Agreement states that ALS is Plaintiff's Lender. [see **Exhibit Q**]
26
27
28

1 47. Plaintiff received a letter dated October 7, 2008 congratulating her on successfully
2 maintaining her current home retention payment arrangement. The letter also stated that ALS
3 would like to offer Plaintiff a more permanent workout option. ALS requested updated financial
4 information within the next (14) days. Plaintiff submitted all documents requested of ALS.

5 48. Plaintiff received a letter dated December 23, 2008 from ALS stating that Plaintiff
6 was denied a home retention workout because Plaintiff was financially unable to afford monthly
7 payments. On January 8, 2009, Plaintiff contacted ALS to discuss what other options were
8 available. Once again, Plaintiff orally submitted her financial information and entered into yet
9 another repayment agreement with ALS. ALS's representative, "Cheryl" (ID#C3F) verbally
10 advised Plaintiff that this "new" repayment plan would consist of (4) consecutive payments.
11 Each payment would be in the amount of \$2100.00. "Cheryl" advised Plaintiff to apply once
12 again for a loan modification after making the (3rd) payment. The representative advised Plaintiff
13 that she would receive a repayment agreement via mail and once received to immediately sign
14 the agreement and fax it back. Once again, the Work-out Agreement received states that ALS is
15 Plaintiff's Lender. After Plaintiff made her (4th) payment, Plaintiff contacted ALS to seek
16 further instructions. *ALS orally advised Plaintiff not to make any additional payments* and to
17 wait to hear from ALS regarding loan modification. [see *Exhibit R*]
18
19
20

21 49. Sometime in July, Plaintiff hired an attorney to assist in achieving a loan
22 modification. Plaintiff's attorney contacted ALS and somehow the existing loan modification
23 application in review was denied when the attorney entered into the scenario. ALS claimed that
24 requested documentation had not been provided. Plaintiff's attorney submits new loan
25 modification application on Plaintiff's behalf. ALS informed Plaintiff's attorney that Plaintiff
26 had 3 broken agreements and therefore ALS would not consider *any* type of work-out option.
27
28

1 50. Plaintiff admitted to breaking the first agreement but no more than that. ALS
2 insisted that Plaintiff never made the (4th) payments on the second and third agreements, (the
3 balloon payments). Plaintiff argued that two of ALS's representatives advised her NOT to make
4 the (4th) payments so how could that result in Plaintiff breaking those agreements. ALS refused
5 to assist. Plaintiff spoke with three different representatives each one offered her a different
6 work- out plan. The first representative's supervisor authorized an offer to accept a little over an
7 \$8,000.00 deposit based on Plaintiff's history of "Broken Agreements". Plaintiff declined offer.
8 Plaintiff called back and another supervisor authorized an offer to accept a little over \$6,000.00
9 deposit based on Plaintiff's history of "Broken Agreements". Plaintiff declined offer. Plaintiff
10 called back and another supervisor authorized an offer to accept a little over \$4,000.00 deposit
11 based on Plaintiff's history of "Broken Agreements". Plaintiff declined offer. Plaintiff did not
12 accept any of the above-mentioned offers because they were all unaffordable.
13
14

15 51. On September 30, 2009, **Lenstar Vendor #HP1**, for ALS stated that "we are in
16 need of an assignment from MERS into ALS". On September 30, 2009, **Lenstar Servicer,**
17 **#HP2**, a default management network, stated "Please note that we are being bombarded with
18 requests for assignments and it is taking more time to get them completed, we are working as fast
19 as we can".
20

21 52. On or about September 30, 2009, Plaintiff received a Notice of Default executed
22 by Cal-Western. On or around October 1, 2009, Plaintiff sought assistance from Neighborhood
23 Assistance Corporation of America ("NACA"). Plaintiff entered into an agreement with NACA
24 to assist her in acquiring a loan modification through the Making Home Affordable Program
25 ("HAMP"). NACA encouraged Plaintiff to send ALS a Qualified Written Request ("QWR") in
26 order to ascertain exactly who the Lender/Owner of her Loan was.
27
28

1 53. On October 6, 2009, in an effort to verify and validate her debt, Plaintiff faxed ALS
2 a Qualified Written Request ("QWR") letter pursuant to **RESPA, 12 U.S.C. 2605(e)**, in which
3 she requested that the purported servicer (ALS) provide, among other things, a copy of her
4 NOTE. **12 U.S.C. 2605(e)**, requires that the Servicer provide this information and respond to a
5 written request within 20 days of receipt. On November 12, 2009, Plaintiff faxed ALS her QWR
6 dated October 6, 2009 a second time because she had yet to receive a response from ALS
7 regarding her first QWR. A few days later Plaintiff received a response to her initial request.
8 Karl Wutscher LLP, attorneys for ALS responded to Plaintiff's request on November 9, 2009,
9 well past the required 20 days. Plaintiff was informed and misled by Wurtscher that the current
10 owner of Plaintiff's debt was Deutsche Bank Trust Company Americas as trustee.[see **Exhibit T**]
11

12 54. However, this information was inaccurate according to Deutsche Bank "In no event
13 should servicer-retained foreclosure professionals, including counsel, mislead third parties" [see
14 **Exhibit I page 2, Section 2**]
15

16 55. Attached to the response was a compact disc which included an alleged copy of
17 Plaintiff's Promissory NOTE without any endorsements to any of the named Defendants.
18

19 56. On or about November 28, 2009, Plaintiff received a Notice of Trustee's Sale
20 executed by Cal-Western. However, the notice did not mention the identity of the Lender
21 whatsoever.
22

23 57. Plaintiff received a response to her second request. Karl Wutscher LLP, attorneys
24 for ALS responded to Plaintiff's request on December 23, 2009, well past the required 20 days.
25 However, this time there was no reference to the current owner. Attached to the response was a
26 different compact disc which also included an alleged copy of Plaintiff's Note without any
27 endorsements to any of the named Defendants.
28

1 58. Importantly, in both their substantive responses, Wutscher allegedly provided true
2 and correct copies of Plaintiff's Note both without any endorsements to any of the named
3 Defendants. Because an endorsement of the original Note to ALS would be required to
4 effectively assign ALS the Note, Plaintiff alleges that **no such "Assignment" ever occurred.**
5 The only endorsement of the original Note was made by AMN in blank. Also the copies of the
6 original Note provided by Wutscher provided no indicia of ownership whatsoever.

7
8 59. The endorsed Note in blank produced by ALS further demonstrates that it was never
9 assigned Plaintiff's Loan. As such, the averments made in the invalid Assignment of Deed of
10 Trust related to assignment of the Note and Deed of Trust was false and never took place.¹⁰

11 60. A power of sale is conferred by the mortgage under *Cal. Civ. Code § 2924*.
12 Plaintiff's Adjustable Rate Note attached as *Exhibit A* states,
13

14 "Lender or anyone who takes this Note by transfer and who is entitled to receive payments under
15 this Note is called the "Note Holder." The Note states in paragraph 7(C): "Notice of Default. If I am in
16 default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount
by a certain date, the Note Holder may require me to pay immediately the full amount."

17 The Note gives the right to collect, if timely payments are not made, to the Lender and anyone
18 who takes the Note by transfer. This does not include ALS who is not the Note Holder.

19 //

20 //

21 //

22 //

23
24
25 ¹⁰ Recently, in February 2012, the Office of the Assessor-Recorder of San Francisco commissioned Aequitas
26 Compliance Solutions, Inc. ("Aequitas") to review 382 residential mortgage loan transactions that resulted in
27 foreclosure sales between January 2009 and October 2011 to determine the mortgage industry's compliance with
28 applicable law. Overall, Aequitas identified one or more irregularities in 99% of the subject loans. In 84% of the
loans, Aequitas identified what appeared to be one or more clear violations of law. See "*Exhibit L*" attached
hereto is a true and correct copy of the "Foreclosure in California: A Crisis of Compliance" report commissioned by
the Office of the Assessor-Recorder of San Francisco. This audit supports Plaintiff's allegations related to the
invalid "Assignment" of Deed of Trust, and Defendants' recording of a false document.

F. Condition Precedent

61. According to Plaintiff's Deed of Trust, the "Lender" is AMN and the "Trustee" is First American. Consistent with the language of the Note, only the Lender is authorized under Section 22 of the Deed of Trust to accelerate the loan:

"Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant of agreement in this Security Instrument...If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Trustee shall cause this notice to be recorded in each county in which any part of the Property is located" (see *Exhibit B* page 13, Section 22).

62. Plaintiff alleges that there is no obligation to tender when a substitution of trustee is not valid and the wrong trustee sells the property. Furthermore, only the Creditor of the mortgage debt can require tender.

63. On January 12, 2010, Plaintiff contacted ALS to check the status of her HAMP application submitted through NACA and was informed that it was denied due to insufficient income. ALS told Plaintiff that her Lender would not agree to the needed forbearance amount. Plaintiff asked ALS who her Lender was and ALS's response was, "We cannot give you that information. You have a private Lender."

64. Once again, Plaintiff orally resubmitted her financial information. On January 15, 2010, Plaintiff entered into a Forbearance Agreement with ALS. Plaintiff agreed to make six (6) consecutive payments of \$1122.00. [see *Exhibit S*] After the (2nd) payment, Plaintiff was advised to resubmit a new loan modification application. The representative advised Plaintiff that she would receive a repayment agreement via mail and once received to immediately sign and fax it back. The Forbearance Agreement received states that ALS is Plaintiff's Lender. After Plaintiff made all six (6) forbearance payments as agreed she contacted *ALS for further direction and was advised to not make any payments* but continue to submit updated financial

1 documents. Plaintiff updated financial documents each month. Plaintiff called ALS at least once
2 a week to check the status of her HAMP application. Plaintiff would also call Cal-Western at
3 least once a month to check the status of the impending trustee's sale. On Thursday, November
4 25, 2010, Plaintiff called Cal-Western to check on the status of the foreclosure. Cal-Western
5 advised Plaintiff of a Trustee's Sale scheduled for December 2, 2010, just six (6) days away. On
6 Friday, November 26, 2010, Plaintiff received a letter of denial dated November 16, for failure to
7 submit financial documentation.
8

9 65. Plaintiff immediately called ALS and spoke with at least six different
10 representatives. The first two assured her, that there wasn't a trustee's sale scheduled. The next
11 two advised her that it was too late to enter into *any* work-out agreements. The last two advised
12 her had she not broken the previous agreements they would have been able to offer her another
13 work-out option.
14

15 66. On November 28, 2010, Plaintiff filed a Chapter 7 bankruptcy petition. After ALS
16 learned of Plaintiff's bankruptcy filing, ALS called Plaintiff that same day and suggested that she
17 apply again for HAMP. On December 8, 2010, Plaintiff re-applied for HAMP. Once again,
18 ALS informed, directed and/or advised Plaintiff not to make any payments during the loan
19 modification process.
20

21 67. Plaintiff called ALS at least twice a week to check the status of her HAMP
22 application Plaintiff would also call Cal-Western at least once a month to check the status of the
23 impending trustee's sale. Plaintiff continued to submit updated financial documents every
24 month.
25

26 68. On March 30, 2011 Plaintiff's bankruptcy was discharged; sometime in May
27 Plaintiff received an unlawful Notice of Trustee's Sale scheduled for May 26, 2011. Plaintiff
28

1 received a letter dated June 2, 2011 denying Plaintiff's HAMP application based on "excessive
2 forbearance."

3 69. On June 28, 2011, Plaintiff telephoned ALS in another attempt to ascertain the
4 identity of her Lender. An ALS representative revealed to Plaintiff that the owner's "Code
5 Name" was RALI 2007-QO1. On July 13, 2011, Plaintiff faxed ALS another QWR letter in
6 which she requested that the purported servicer ALS provide, among other things, the name,
7 address, name of a contact person, telephone number of the owner of her mortgage Loan, and a
8 complete life of the loan transactional history ALS's attorneys, McGinnis, Tessitore, Wutscher
9 LLP, acknowledged their receipt of Plaintiff's QWR on or around July 14, 2011, and mailed
10 Plaintiff their substantive response dated July 22, 2011. Again, there was no reference to
11 Plaintiff's current owner. Attached to the response was a third compact disc different from the
12 Plaintiff's current owner. Attached to the response was a third compact disc different from the
13 first and second discs received, which included a copy of Plaintiff's Note.
14

15 70. On July 15, 2011, Plaintiff filed this instant action to prevent a wrongful
16 foreclosure. However, on November 16, 2011, Plaintiff attended and witnessed the unlawful
17 foreclosure sale of her home. Plaintiff's home was allegedly sold to Aurora Loan Services, LLC
18 via an illegal credit bid. The credit bid was performed via telephone by Aurora Loan Services
19 LLC who did not have the authority to do so. Only the Creditor can perform this action. On
20 November 23, 2011, Cal-Western recorded an invalid Trustee's Deed Upon Sale in favor of
21 ALS. Cal-Western alleges that they received cash in the amount of \$362,500.00 from ALS.
22 Plaintiff specifically disputes the contents and authenticity of this document.
23
24

25 71. However, Aurora Bank FSB a separate entity from ALS, misrepresented itself as
26 Plaintiff's "Lender" by filing a fraudulent 1099-A form, Acquisition or Abandonment of Secured
27
28

1 Property with the IRS. [see *Exhibit N*, a true and correct copy] According to Section 5 of
2 Plaintiff's Promissory Note:

3 ".....If Borrower abandons property, Lender may file, negotiate and settle any available insurance
4 claim and related matters.If Borrower does not respond within 30 days.....then Lender may negotiate
5 and settle the claim.....if Lender acquires the Property under Section 22 or otherwise, Borrower hereby
6 assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts
unpaid under the Note or the Security Instrument and (b)Lender may use the insurance proceeds to
pay amounts unpaid under the Note or this Security Instrument, whether or not then due.[see *Exhibit A*]

7 72. Upon information and belief, Plaintiff further alleges that ALS and/or Aurora Bank
8 have fraudulently filed, negotiated and settled any and all available insurance claims and/or
9 related matters associated with Plaintiff's Property that Defendants had no rights to.

10
11 73. Plaintiff seeks to ascertain exactly who funded her Loan, or bought it, and who
12 stands to lose money because of the alleged default by Plaintiff.

13
14 ***G. Plaintiff Did Not Default***

15 74. Plaintiff did *not* default. Plaintiff contends that she did not fail to make a payment or
16 cure a payment that was due under her Promissory Note.

17
18 //

19
20
21
22 ¹¹ Case law makes clear that Plaintiff is only required to allege a credible offer of tender, not actual tender. *Alicia v. GE Money Bank*, No C
23 09-00091 SBA, 2009 WL 2136969 at *3 (N.D. Cal. July 16, 2009) ("...debtor must allege a credible tender of the amount of the secured
24 debt..."). Moreover, tender is not required when the owner's action attacks the validity of the underlying debt because the tender would
25 constitute an affirmation of the debt. *Saachi v. Mortgage Electronic Registration Systems, Inc.*, No. CV 11-1658 AHM, 2011 WL 2533029 (C.D.
26 Cal. June 24, 2011), at *16 (emphasis added) (citing *Onofrio v. Rice*, 55 Cal. App. 4th 413, 424 (1997); *Stockton v. Newman*, 148 Cal. App. 2d
27 558, 564 (1957). See also, *Foulkrod v. Wells Fargo Financial California Inc.*, No CV 11-732-GHK (AJWx) (C.D. Cal. May 31, 2011)
28 ("...requiring plaintiff to tender the amount due on his loan at this time would be illogical and inequitable given that he disputes that Wells Fargo
has any rights under the loan.") In light of the fact that Plaintiff contests the legitimacy of the Defendants' claim to the mortgage payments, it
would be illogical and inequitable to require Plaintiff to actually tender the amount given that Plaintiff disputes whether Defendants have any
rights under the loan. See *Onofrio v. Rice*, 55 Cal. App. 4th 413, 424 (1997).

1 75. Plaintiff alleges that Defendants RFC, GMAC, HF and ALS jointly and severally
2 induced Plaintiff into a false default by advising her to skip numerous monthly mortgage
3 payments in order to qualify and be considered for a loan modification to reduce her monthly
4 mortgage payments. However, Plaintiff is informed and believes that the Defendants' right to
5 insist on the occurrence of the condition precedent (mortgage payment) is excused because the
6 defendant frustrated and/or interfered with the occurrence of the condition. Thus, because
7 Defendants interfered with Plaintiff's ability to perform the condition precedent, then Plaintiff is
8 excused from performing the condition precedent.
9

10
11 [O]ne who intentionally and improperly interferes with the performance of a contract . . .
12 between another and a third person by inducing or otherwise causing the third person not to perform
13 the contract, is subject to liability to the other for the pecuniary loss resulting to the other from the
14 failure of the third person to perform the contract.

15 76. Plaintiff contends that she was not in default, and she further alleges that HF and
16 ALS interfered with her payment of the Note by their false representations. Plaintiff also
17 contends that according to Section 9 of Plaintiff's Promissory Note it states:

18 Section 9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

19 "If more than one person signs this Note, each person is fully and personally obligated to
20 keep all the promises made in this Note, including the promise to pay the full amount owed. Any
21 person who is a guarantor, surety or endorser of this Note is also obligated to do these things.
22 Any person who takes over these obligations including the obligations of a guarantor, surety or
23 endorser of this Note, is also obligated to keep all the promises made in this Note. The Note
24 Holder may enforce its rights under this Note against each person individually or against all of us
25 together. This means that any one of us may be required to pay all the amounts owed under this
26 Note."

27 77. Upon information and belief, Plaintiff alleges that Defendants RFC, GMAC, HF
28 and ALS jointly and severally executed a *collateral contract* to her Promissory Note. A
collateral contract is a contract which assigns the rights and/or obligations of an existing
contract (Plaintiff's Deed of Trust) to a third party. A guaranty is an agreement made by a third

1 party, whether a person, trust or a business entity, to pay and/or perform the obligations of a
2 debtor for the satisfaction of a debt owed to a creditor upon the occurrence of an event, typically
3 a default by the debtor, under the original loan agreement. A guaranty, like any contract, requires
4 mutual assent, adequate consideration, definiteness and a meeting of the minds. In the herein
5 referenced argument the guaranty is the collateral contract known as RALI 2007-QO1 Trust's
6 Pooling and Servicing Agreement. Under most states' the Statute of Frauds, a guaranty must be
7 in writing, signed by the guarantor(s) and delivered to the creditor. Plaintiff alleges that the
8 guarantors, RFC, GMAC, HF and ALS are obligated to keep all the promises made in Plaintiffs
9 Note, including the promise to pay the full amount owed.
10

11
12 78. Plaintiff alleges that Defendants RFC, GMAC, HF and ALS jointly and severally
13 agreed to become a guarantor, surety and/or endorser of Plaintiff's debt obligation under her
14 promissory Note. Plaintiff alleges that Defendants RFC, GMAC, HF and ALS jointly and
15 severally failed to disclose material information regarding this guaranty.
16

17
18 79. Plaintiff further alleges anyone who guaranteed the payment on Plaintiff's Note
19 without joining, at least, Plaintiff to that guarantee, acts as a Volunteer.
20

21 80. Plaintiff contends that she was not in default, and she further alleges that HF and
22 ALS interfered with her payment of the Note by their false representations.
23

24 ***H. Lender Failed to Satisfy the Condition Precedent***
25

26 81. Plaintiff's Lender committed a material breach as they failed to perform all
27 conditions precedent prior to accelerating the mortgage and initiating foreclosure. Specifically,
28 Plaintiff alleges that her Lender failed to furnish her with written notice of her alleged default

1 prior to accelerating the mortgage and initiating foreclosure as required by Section 22 of
2 Plaintiff's Deed of Trust. The essential purposes of a deed of trust are two-fold: to secure the
3 Lender's interest in the property it conveys and to protect the borrower from acceleration of the
4 debt and foreclosure on the securing property prior to the fulfillment of the conditions precedent
5 it imposes. Section 22 of the 25 sections in the Deed of Trust is the only section written to
6 protect the Borrower's interest.
7

8 82. Plaintiff is entitled to a restraining order based on Defendants' wrongful foreclosure
9 and a Court Order declaring that any attempt to further trespass on Plaintiff's Property would be
10 void as the Plaintiff's Lender failed to satisfy a condition precedent to foreclosure.
11

12 **I. The Fabricated Substitution of Trustee is a Fraudulent Document that Conveyed No
13 Legal Authority to Cal-Western to Act as the Foreclosing Trustee**

14 83. Plaintiff's Deed of Trust names First American Title Insurance Company ("First
15 American") as Trustee.

16 84. On November 9, 2009, Cal-Western caused a document purporting to be a
17 Substitution of Trustee ("SOT") to be recorded with the County of Los Angeles. The SOT
18 alleged that "the present Beneficiary under said Deed of Trust ...hereby substitutes Cal-
19 Western...as Trustee under said Deed of Trust." [see *Exhibit F*] The SOT was purportedly
20 signed by an employee of Cal-Western, Jennifer Victa as "Assistant Secretary" of MERS. Victa
21 purportedly signed as an officer of MERS as nominee for AMN, however, at this time AMN was
22 no longer in existence. [see *Exhibit J*]
23

24 85. Moreover, Plaintiff is informed and believes AMN had allegedly conveyed all
25 rights, title and interest to RFC and AMN could not substitute the trustee under Plaintiff's Deed
26 of, whatsoever.
27
28

86. Plaintiff alleges that no such transfer ever occurred, and that Jennifer Victa is not the "Assistant Secretary" of MERS. In addition to allegedly being the "Assistant Secretary" of MERS, Jennifer Victa also claims to be the "Vice-President" of Cal-Western. However, according to a letter from ALS dated April 11, 2008, **RALI 2007-QO1** is the current Creditor to whom Plaintiff's mortgage loan debt is owed. [see *Exhibit H*] Yet, according to the numerous *invalid* Workout Agreements between ALS and Plaintiff, ALS identifies itself as Plaintiff's Lender. Yet still, according to the ALS's QWR Response Letter, Deutsche Bank Trust Company America as Trustee owns Plaintiff's debt obligation (i.e. Promissory Note). Moreover, according to MERS *Servicer ID* website Deutsche Bank National Trust Company America as Trustee owns Plaintiff's debt obligation. Deutsche Bank Trust Company America as Trustee and Deutsche Bank National Trust Company America as Trustee are entirely two separate entities. Therefore, based on four separate entities claiming ownership over Plaintiff's mortgage, Cal-Western had no authority to execute the purported Substitution of Trustee.

87. Section 24 of Plaintiff's Deed of Trust governs the Substitution of Trustee. It provides in relevant part:

⁹ The testimony of Linda DeMartini, a 10-year litigation manager for Countrywide, in *In Re Kemp*, Case No. 08-18700-JHW, (Banker. D. N.J. November 16, 2010) (for publication) exposed the shoddy handling of mortgage notes and deeds of trust of securitized mortgages required to perfect "holder in due course" status. In that case Ms. DeMartini described how Countrywide failed to adhere to the most rudimentary of securitization procedures, such as transferring the original promissory note to the trust that had purchased the loans, as required under the pooling and servicing agreement. Ms. DeMartini testified that it was standard practice for Countrywide to warehouse the original mortgage notes, which were stored in Simi Valley, California, despite securitization contracts that required the notes to be physically transferred to sponsors, trustees or custodians of the securitized trusts. The findings in court decisions all over the country, news stories, attorney generals' complaints, and state and federal investigations reveal that business practices like Countrywide's were common place and like Countrywide, most lenders failed to properly comply with protocols required to properly securitize mortgage loans. Ms. DeMartini's testimony has been corroborated by Abigail Field of CNN, who reviewed foreclosures filed in two New York counties between 2006 and 2010 in which Bank of New York was foreclosing on behalf of a Countrywide Securitization trust, and found that none of the 104 loans that were examined were endorsed by Countrywide: "...If the lack of endorsement on these notes is typical—and 104 out of 104 suggests it is—the problem occurs across Countrywide securities." See Abigail Field, *At Bank of America, More Incomplete Mortgage Docs Raise More Questions. Fort.*, (June 3, 2011), <http://finance.cnn.com/2011/06/03/at-bank-of-america-more-incomplete-mortgage-docs-and-more-questions/>.

1 “Lender, at its option, may from time to time appoint a Successor trustee to any Trustee
2 appointed hereunder by an instrument **executed and acknowledged by Lender**... This
3 procedure for substitution of trustee shall govern to exclusion of all other provisions for
4 Substitution.” [see *Exhibit B*]

5 88. In violation of Provision 24, and *Cal. Civ. Code § 2934(a)*, the lender party failed to
6 file a valid Substitution of Trustee, substituting Cal-Western, as the new trustee. Plaintiff alleges
7 the recorded SOT is void because AMN nor Cal-Western was not the current “Lender” at the
8 time of the execution of the Substitution.

9 89. Jennifer Victa, an employee of Cal-Western masquerading as a MERS officer and
10 Cal-Western (in its capacity as the purported substituted trustee) recorded a Substitution of
11 Trustee claiming that as the beneficiary, MERS desired to substitute Cal-Western in as the
12 trustee.
13

14 90. Plaintiff alleges that Jennifer Victa is a “robo-signer”, an individual who simply
15 signs thousands of property record documents without any legal or corporate authority
16 whatsoever.
17

18 91. In fact, the Substitution of Trustee was fraudulently executed without MERS’s or
19 AMN’s knowledge or authorization. According to MERS, “Any action taken by MERS with
20 respect to a consumer’s mortgage loan is taken at the direct instruction of the lender or loan
21 service provider.” [see *Plaintiff’s RJN Exhibit 1, page 21, lines 21-22;*] Plaintiff alleges that no
22 such substitution occurred.
23

24 92. Victa is not an “Assistant Secretary” for MERS and in fact, the SOT was
25 fraudulently signed by Victa without MERS or AMN’s knowledge or authorization.
26

27 93. There is an obvious conflict of interest being that Jennifer Victa is an employee of Cal-
28 Western and claims also to be the “Assistant Secretary” of MERS. Victa is not an employee of MERS;

1 and she was not employed by AMN on September 15, 2009 when she purportedly executed this
2 invalid SOT. Victa also claims to be the "Vice-President" of Cal-Western.[see *Exhibit U*] However,
3 Victa did not disclose that she was employed by Cal-Western anywhere on the invalid SOT.

4 94. And though Victa was never, in any manner whatsoever, appointed as an "Assistant
5 Secretary" by MERS, and thus received no corporate or legal authority from MERS, AMN or the
6 Lender's successors and/or assigns, to execute the purported SOT. This was an integral part of
7 intentional actions undertaken by ALS and Cal-Western, done knowingly and with the specific
8 intent that the consequences of their actions, when brought to fruition, would be evidenced by
9 the instant debt collection activities, illegal foreclosures and sale proceedings.
10

11 95. Plaintiff is informed and believes Victa executed several assignments on behalf of several
12 different assignors in her dual role as a MERS Certifying Officer and/or as Authorized Agent for Cal-
13 Western. [see *Exhibits U*] The results are astonishing and clearly establish a pattern and practice of fraud.
14

15 96. The Substitution of Trustee is a fraudulent document, and the execution, filing, and
16 recordation of the document was created for the purpose of facilitating and aiding and abetting
17 the illegal, deceptive, and unlawful collection and attempts to collect on Plaintiff's obligation
18 and ultimately the unlawful acquisition of Plaintiff's Property.
19

20 97. Attempting to "substitute" Cal-Western under said Deed of Trust, as Defendants did
21 here, does not allow Cal-Western to act as the trustee under the Deed of Trust.

22 98. According to **California Civil Code § 2934a(D)**, Notice of the substitution is
23 required to be sent by certified mail, postage prepaid, with return receipt requested to **each**
24 **holder of an interest in the obligation secured by the deed of trust**. However, Cal-Western,
25 the purported substituted trustee failed to notice any of the four purported owners of Plaintiff's
26 debt (according to ALS and MERS); 1) the RALI 2007-QO1; 2)ALS; 3) Deutsche Bank Trust
27
28

1 Company America as Trustee; and, 4) Deutsche Bank National Trust Company America as
2 Trustee of their fraudulent Substitution of Trustee. [see *Exhibit F*]

3 ***J. Improper Substitution of Trustee Due to the Lack of an Agency Relationship***

4 99. Plaintiff alleges that the Substitution was invalid because the person executing it on
5 behalf of MERS and/or AMN, Victa, was a “robo-signer” who lacked the requisite agency
6 relationship. Section 2934a requires that, in order for a trustee to be substituted, the beneficiary
7 or the beneficiary’s agent must record the substitution. *CCC § 2934a(a)*. As noted above, *CCC §*
8 *2924* requires that a notice of default be recorded by the mortgagee, trustee, beneficiary, or
9 authorized agent thereof. *CCC § 2924(a)(1)*; see also *CCC § 2932.5*. Victa lacked an agency
10 relationship with MERS and/or AMN when she executed the SOT, therefore, the Substitution of
11 Trustee was invalid, such that Cal-Western was not one of the four parties authorized by §
12 2924 to record a NOD. Thus, Victa had no agency relationship with MERS and/or AMN, all
13 subsequent actions taken by Cal-Western as the trustee are invalid.
14

15
16 ***K. Improper Notice and Recording***

17 100. Cal-Western executed and recorded an invalid Notice of Default on September 24,
18 2009.

19 101. A notice of default is invalid if not recorded by an entity that is the trustee,
20 mortgagee, beneficiary, or authorized agent thereof. See *Cal. Civ. Code § 2924(a)(1)* (requiring
21 that, in order to exercise the power of sale in a deed of trust, a notice of default must be recorded
22 by one of the aforementioned parties); *Cal. Civ. Code § 2932.5* (“The power of sale may be
23 exercised by the assignee if the assignment is duly acknowledged *and recorded*.”) (emphasis
24 added)). The language in Plaintiff’s Deed of Trust tracks this requirement. [see *Exhibit B*] (“If
25 Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written
26 notice of the occurrence of an event of default . . . *Trustee shall cause this notice to be recorded*
27
28

1” (emphasis added)). Thus, only certain parties – often the trustee – may initiate foreclosure
2 proceedings. Trustees may be substituted at the Lender’s discretion so long as the Lender or
3 beneficiary follows certain statutory procedures; namely, the substitution must be recorded. See
4 **CCC § 2934a** (“The trustee under a trust deed . . . may be substituted *by the recording* in the
5 county in which the property is located of a substitution” (emphasis added)); **CCC § 2932.5**.
6 Again, the language in Plaintiff’s Deed of Trust tracks this statutory requirement. (stating that the
7 Lender may choose to substitute a trustee “by an instrument executed and acknowledged by
8 Lender *and recorded* [in the appropriate county recorder’s office].” (emphasis added).
9

10 102. In the present case, the Notice of Default and the Substitution of Trustee were not
11 executed on the same day. The Notice of Default was recorded by Cal-Western acting as the
12 trustee on September 24, 2009. This creates a problem because the Substitution of Trustee
13 replacing First American with Cal-Western was not recorded until 55 days later, on November 9,
14 2009. The Notice of Default was thus potentially defective because it was recorded by an entity
15 not yet properly substituted as the trustee. See **CCC § 2934a** (stating that a trustee is properly
16 substituted “by the recording” of a substitution); **CCC § 2924(a)(1)**. Section **2934a(b)** does,
17 however, permit, under certain circumstances, a Substitution of Trustee to be executed, but not
18 recorded prior to the execution of the Notice of Default: “If the substitution is executed, but not
19 recorded, prior to or concurrently with the recording of the notice of default, the beneficiary or
20 beneficiaries or their authorized agents *shall cause notice of the substitution to be mailed prior*
21 *to or concurrently with the recording thereof*. . . . An affidavit shall be attached to the
22 substitution that notice has been given to those persons and in the manner required by this
23 subdivision.” **CCC § 2934a(b)** (emphasis added); see also *Atienza v. Wells Fargo Bank, N.A.*,
24 No. C 10-03457 RS, 2011 WL 11507, at *3 (N.D. Cal. Jan. 4, 2011) (“[S]ection **2934a(b)**
25
26
27
28

provides that if the substitution is executed prior to or concurrently with the recording of a [notice of default], then notice of the substitution *must* be mailed *on or before that recordation date*.

103. Here, the Substitution of Trustee was allegedly executed prior to, but not recorded until after the execution of the Notice of Default, so Defendants were required to comply with § 2934a(b). Compliance with § 2934a(b) in this case required sending Plaintiff a Notice of Substitution of Trustee on or before the date the Notice of Default was recorded – September 24, 2009– with a copy of the Substitution of Trustee attached, along with an affidavit stating that the proper notice procedures had been followed. *See CCC § 2934a(b)*.

104. Due to the BACKDATED, LATE, DEFECTIVE, FAULTY, and FRAUDULENT Substitution of Trustee to Cal-Western, there is no validity of Substitution of Trustee, which voids the unlawful Notice of Default. [*See Exhibit F*]

105. The Deed of Trust expressly reserves the right to the Lender to cause the Trustee to execute written notice of the occurrence of an event of default and of Lenders' election to cause the Property to be sold. The Deed of Trust further provides that the Trustee shall give public notice of sale to the persons and in the manner prescribed by applicable law. Theses express provisions of the Deed of Trust are impossible to comply with amidst the fraud.

106. Plaintiff disputes the following contents of the Notice of Default: 1) the authenticity of the invalid Notice of Default; 2) the authority of Cal-Western as the substituted trustee; 3) the authority of Cal-Western acting as the agent for the trustee or beneficiary under a deed of trust dated November 13, 2006; 4) Plaintiff's alleged breach of and default in the obligations; 5) Plaintiff's failure to pay the monthly payment due November 1, 2008 of principal and interest and subsequent installments due thereafter; plus late charges; together with all

1 subsequent sums advanced by beneficiary pursuant to the terms and conditions of said deed of
2 trust; 6) the alleged amount of arrears; 7) the authority of MERS; 6) Cal-Western and MERS
3 sharing an address and telephone number; 8) the Declaration of Compliance; and 9) the
4 authenticity of Rhonda Rorie's signature.

5 107. The Notice of Default states the following:

6
7 To find out the amount you must pay, or arrange for payment to stop the foreclosure, or if your
8 property is in foreclosure for any other reason, contact: MORTGAGE ELECTRONIC
9 REGISTRATIONS SYSTEMS INC.

10 108. According to MERS, "...MERS is invisible to a consumer. In the event a
11 consumer has a problem with his/her mortgage loan, such consumer is not going to contact
12 MERS, but the servicer of the loan."[see *Plaintiff's RJN Exhibit 1, page 20, line 18-20*]

13
14 109. According to MERS, "It is the servicer that the consumer needs to contact for
15 specific loan information not MERS."[see *Plaintiff's RJN Exhibit 1, page 19, line 21-22*]

16 110. According to MERS, "MERS does not provide any servicing functions on
17 mortgage loans, whatsoever."[see *Plaintiff's RJN Exhibit 1, page 20, line 11-12*]

18
19 111. MERS admissions completely contradict the invalid Notice of Default.

20 112. Plaintiff's Lender AMN, MERS nor ALS contacted Plaintiff, either in person or by
21 telephone, to discuss Plaintiff's financial condition and the impending foreclosure. Plaintiff's
22 Lender AMN, MERS nor ALS called, wrote, or provided a toll-free HUD number to Plaintiff or
23 her lawyer. Plaintiff's Lender AMN, MERS nor ALS offered to meet with Plaintiff or her lawyer
24 and did not advise them that Plaintiff had a right to request a subsequent meeting within 14 days.
25 Attached to the Notice of Default was a "Declaration of Compliance with *California Civil Code*
26 *§2923.5*" allegedly signed by Rhonda Rorie for Cal-Western. Ms. Rorie could not have had
27
28

1 personal knowledge of the matters described in her declaration, which stated that the mortgagee,
2 beneficiary or authorized agent has either contacted the borrower or tried with due diligence to
3 contact the borrower as required by *California Civil Code §2923.5* to explore options to avoid
4 foreclosure. Upon information and belief, Plaintiff alleges that Rorie did not personally sign the
5 Declaration of Compliance.

6
7 ***L. Several Different Alleged Owners of Plaintiff's Debt Obligation***

8 113. According to ALS's written statements and MERS *Servicer ID* website, several
9 separate entities claim to own Plaintiff's Deed of trust, debt obligation or be Plaintiff's Lender:

10 1) AMN; 2) RALI 2001-QO1; 3) Aurora Loan Services LLC; 4) Deutsche Bank Trust Company
11 Americas as Trustee; and 5) Deutsche Bank National Trust Company Americas as Trustee.

12 MERS and ALS's misrepresentations and concealment of the identity of the Owner of Plaintiff's
13 debt obligation have deprived Plaintiff of her rights, such as the ability to contact the true
14 Creditor, ascertain the correct amount of her obligations and the ability to negotiate with the true
15 Creditor of her debt obligation.
16

17
18 ***M. The Fabricated Assignment of the Deed of Trust is a Fraudulent Lien that Conveyed
No Interest to ALS Rendering it Invalid***

19 114. Plaintiff alleges not only that the purported MERS assignment was invalid, but also
20 that ALS did not receive an assignment of the Deed of Trust or Plaintiff's debt obligation in any
21 other manner.
22

23 115. Plaintiff is informed and believes after her Loan was funded it was purportedly sold to
24 RFC. On information and belief, this transfer from AMN to RFC occurred before or near the origination
25 date of December 2, 2006. Accordingly, on October 1, 2009, AMN had no interest in Plaintiff's Mortgage
26 to transfer on October 1, 2009.
27
28

1 116. On October 1, 2009, ALS's employee, Theodore Schultz purportedly executed a
2 Corporate Assignment of Deed of Trust. Schultz purportedly signed as an officer of MERS as
3 nominee for AMN, however, at this time AMN was no longer in existence. [see *Exhibit J*]

4 117. Moreover, Plaintiff is informed and believes AMN had allegedly conveyed all rights,
5 title and interest to RFC and could not sell the Mortgage for a second time to ALS or any other Defendant.
6

7 118. On December 31, 2009, ALS caused the invalid Assignment to be recorded with
8 the County of Los Angeles. The Assignment alleged that for "value received" MERS granted,
9 assigned, and transferred to ALS all beneficial interest in the Deed of Trust. [see *Exhibit G* a true
10 and correct copy]

11 119. Plaintiff is informed and believes that ALS made no consideration nor did MERS
12 (as nominee for AMN) receive any consideration for all beneficial interest in Plaintiff's DOT.
13 According to MERS "MERS does not sell mortgage loans" [see *Plaintiff's RJN Exhibit 1, page*
14 *7, line 22*]
15

16 120. Plaintiff alleges again that ALS was not entitled to exercise the power of sale
17 because the DOT had not been assigned to it and because the NOTE had not been indorsed to it.
18

19 121. The Assignment indicates that it also includes an Assignment of the money due
20 and to become due thereon with interest and all rights accrued or to accrue (related
21 indebtedness). According to MERS, "MERS has no interest at all in the promissory note
22 evidencing the mortgage loan." [see *Plaintiff's RJN Exhibit 1, page 11, line 6*]
23

24 122. Plaintiff contends that the Assignment was ineffective because it was a sham in
25 that it recited that it transferred both the Deed of Trust and the underlying indebtedness to ALS
26 when MERS did not have any interest in the underlying Note to transfer. According to MERS,
27
28

1 “MERS does not acquire any interest (legal or beneficial) in the loan instrument (i.e. promissory
2 note or other debt instrument).” [see *Plaintiff's RJN Exhibit 1, page 13, line 14-15*]

3 123. Plaintiff alleges that Schultz is what has come to be known as a “robo-signer” an
4 individual who simply signs thousands of property record documents without any legal or
5 corporate authority whatsoever.⁷

6
7 124. There is no evidence that the Promissory Note was actually conveyed to ALS
8 before or after October 1, 2009.

9 125. In fact, the Assignment was fraudulently executed without MERS's or AMN's
10 knowledge or authorization. According to MERS, “Any action taken by MERS with respect to a
11 consumer's mortgage loan is taken at the direct instruction of the lender or loan service
12 provider.” [see *Plaintiff's RJN Exhibit 1, page 21, lines 21-22*]

13 126. There is an obvious conflict of interest being that Theodore Schultz is an employee of
14 ALS and claims also to be the Vice-President of MERS. Schultz is not an employee of MERS; and he
15 was not employed by AMN on October 1, 2009 when he purportedly executed this invalid Assignment.
16 Schultz also claims to be the “Assistant Vice-President” of ALS. However, Schultz did not disclose
17 that he was employed by ALS anywhere on the invalid Assignment.

18
19 127. Schultz was never, in any manner whatsoever, appointed as the “Vice-President” by
20 the Board of Directors of MERS, as required by MERS's corporate by-laws and an adopted
21 corporate resolution by the Board of Directors of MERS. For that reason, Schultz never had, nor
22

23
24 ⁷ A recent “60-Minutes” television news segment reported on the epidemic of “phony” and “forged”
25 documents used to evict homeowners, including the various different and forged signatures of “Linda Green” added
26 to thousands of foreclosure documents filed in foreclosure proceedings all over the country, available at
27 <http://www.youtube.com/watch?v=UdeFyPC5MNI>. Ms. Green was interviewed by “60-Minutes” and admitted that
28 her signature was forged by many DocX employees who were paid only \$10 an hour and required to forge 4,000
documents a day. These individuals are now known as “robo-signers”.

1 has, any corporate or legal authority from MERS, AMN, or AMN's successors and assigns, to
2 execute the purported Assignment⁸.

3 128. Nowhere does the Civil Code allow for assignment of a Deed of Trust by the
4 assignee acting on its own behalf.

5 129. Thus, what we have here is a fictitious, self-dealing, invalid Assignment that contains false
6 statements, misrepresentations, and omissions of material fact in order to deceive or defraud. It was
7 prepared and executed by ALS without AMN's knowledge, authority or consent. This Assignment was
8 not prepared for the purpose of legally transferring Plaintiff's Deed of Trust to ALS. Rather, it is a
9 litigation tool that was prepared under false pretenses to close the gap in the chain of title so that ALS
10 could prosecute the instant foreclosure, which it allegedly completed on November 16, 2011. This was
11 an intentional act undertaken by ALS, done knowingly with the specific intent that the
12 consequences of their actions be brought to fruition, which they have as evidenced by the instant
13 debt collection activities, illegal foreclosure and sale proceedings.

14 130. Plaintiff is informed and believes Schultz executed several assignments on behalf of
15 several different assignors in his dual role as a MERS Certifying Officer and/or as Authorized Agent for
16 ALS. [see *Exhibits V*] The results are astonishing and clearly establish a pattern and practice of
17 assignment fraud.

18 131. The invalid Assignment is a fraudulent lien claim, and the execution, filing, and
19 recordation of the document was created for the purpose of facilitating and aiding and abetting
20

21
22
23
24
25 ⁸ The instant case is analogous to *Kingman Holdings, LLC v. Citimortgage, Inc. and Mortgage Electronic*
26 *Registration Systems, Inc.* WL 1883829 (E.D. Tex. 2011) ("*Kingman*"), where the court denied a motion to dismiss
27 with similar causes of action as those that are pled here on the basis that the plaintiff had adequately challenged the
28 signatory's alleged title as "Vice-President" of MERS. The *Kingman* court held that the plaintiff had adequately
pled that the assignment executed by Nate Blackstun as "Vice-President" on behalf of MERS, was void because
Blackstun was not actually appointed by MERS to be its Vice-President.

1 the illegal, deceptive, and unlawful collection of Plaintiff's mortgage payments, various other
2 debt collection activities, and ultimately the acquisition of Plaintiff's Property.

3 132. Plaintiff further alleges that any amount allegedly owed under the Note is subject
4 to equitable offset by the actual, consequential, special, and punitive damages owed to Plaintiff
5 from Defendants, which amount is currently unknown, but will be determined upon conducting
6 discovery. Plaintiff believes this amount will be in excess of the amount of her obligation.
7

8 133. Attempting to "assign" or transfer a Deed of Trust by itself, as Defendants did here,
9 does not allow enforcement of Plaintiff's Note and Deed of Trust. As alleged herein, Plaintiff's
10 Note was not properly negotiated, endorsed, and transferred to ALS who sought to cause its
11 purported authorized agent(s) to collect payments and engage in other unlawful foreclosure
12 practices.
13

14 134. On information and belief, Defendants were not, and are not, non-holders in
15 possession of Plaintiff's Note who has rights of the holder.

16 135. Plaintiff believes none of the Defendants were/are present holders in due course of
17 Plaintiff's Note such that they can enforce Plaintiff's obligation, demand payments, implement
18 and/or execute the foreclosure process. If there is a holder in due course of Plaintiff's Note at
19 issue, pursuant the PSA, it is the entity that can establish a pecuniary, legal, and equitable interest
20 in the property, and provide an unbroken chain of title to Plaintiff's Note and Deed of Trust.⁹
21

22 136. Plaintiff alleges that, on information and belief, ALS and/or its agents are
23 fraudulently enforcing an alleged debt obligation in which they have no pecuniary, equitable or
24 legal interest. Thus, ALS's conduct is part of a fraudulent foreclosure and debt collection
25 scheme.
26
27
28

137. Plaintiff is informed and believes that the above-described Assignment of Deed of Trust is fraudulent and therefore, it is void as a matter of law. Thus, everything that flows from this "breeder document" is tainted with fraud and must be revoked.

V. CAUSES OF ACTION

FIRST CAUSE OF ACTION DECLARATORY RELIEF

(Against DBTCA, ALS, Cal-Western and Doe Defendants)
(collectively "Defendants")

138. The plaintiff realleges all prior paragraphs of the pleading as if set out here in full.

139. Pursuant to *28 U.S.C. § 2801* and *Code of Civil Procedure §1060*, Plaintiff submits that an actual controversy has arisen and now exists between Plaintiff and all Defendants regarding their respective rights and duties.

140. Plaintiff contends that Defendants should be enjoined from conducting any post-foreclosure actions until this action is resolved. Pursuant to *Code of Civil Procedure § 1060*, any person interested under a written instrument or a contract who desires a declaration of his or her rights or duties with respect to another or in respect to property may, in the case of an actual controversy relating to the legal rights and duties of the parties, bring an original action in the court for a declaration of their rights or duties in the premises, including a determination of any question of construction or validity arising under the instrument or contract, with the declaration having the force and effect of a final judgment and which be had before there has been any breach of the obligation in respect to which the declaration is sought. Plaintiff is a "person" within the meaning of *Code of Civil Procedure §1060*.

141. *Code of Civil Procedure §1060* provides that the remedies provided by the chapter are cumulative and shall not be construed as restricting any remedy, and further that under this chapter shall not preclude any party from obtaining additional relief based on the same facts.

1 142. Accordingly, Plaintiff requests that the Court make a finding and issue appropriate
2 orders stating that none of the named Defendants or Doe Defendants, have any right or interest in
3 Plaintiff's Note, Deed of Trust, or the Property which authorizes them, in fact or as a matter of
4 law, to collect Plaintiff's mortgage payments or enforce the terms of the Note or Deed of Trust in
5 any manner whatsoever.

6 143. Plaintiff will suffer prejudice if the Court does not determine the rights and
7 obligations of the parties because: (1) Plaintiff will be denied the opportunity to identify her true
8 and current Creditor/Lender and negotiate with them; (2) she will be denied the right to conduct
9 discovery and have Defendants' claims verified by a custodian of records who has personal
10 knowledge of her Loan and all transactions related to it; and (3) she will be denied the
11 opportunity to discover the true amount she still owes minus any illegal costs, fees and charges.
12

13 144. Because Plaintiff disputes the amounts owed under her loan documents a four-
14 year statute of limitations applies. The dispute arose sometime time in October of 2009 when
15 Plaintiff sent ALS a qualified written request regarding her loan. Thus this claim is not time-
16 barred.
17

18 145. Due to the actual case and controversy regarding competing claims and allegations,
19 it is necessary that the Court declare the actual rights and obligations of the parties and make a
20 determination as to whether ALS's claims against Plaintiff are enforceable and whether it is
21 secured or unsecured by any right, title, or interest in Plaintiff's Property.
22

23 146. Furthermore, the conduct of Defendants, and the Doe Defendants, and each of
24 them, as herein described, was so malicious and contemptible that it would be looked down upon
25 and despised by ordinary people. Plaintiff is therefore entitled to punitive damages in an amount
26 appropriate to punish Defendants and to deter others from engaging in similar conduct.
27
28

1 WHEREFORE, Plaintiff requests that this Court take jurisdiction of this claim and
2 issue an Order and Decree that the Substitution of Trustee, Notice of Default, Corporate
3 Assignment of Deed of Trust, Notice of Trustee's Sales, and Trustee's Deed Upon Sale are
4 invalid documents.

5
6 **SECOND CAUSE OF ACTION**
7 **FRAUD**
8 **(Against RFC, GMAC, MERS, ALS, Cal-Western,**
9 **DBTCA and Doe Defendants)**

10 147. The plaintiff realleges all prior paragraphs of the pleading as if set out here in full.

11 148. Plaintiff alleges insurance payments were made on the obligation allegedly owed to
12 the RALI 2007-QO1 Trust. Since it is the intermediaries who initiated Plaintiff's foreclosure
13 rather than the Certificate-Holders of the RALI 2007-QO1 Trust, the intermediaries are not
14 Creditors and the amount they are demanding is misleading and fraudulent if there was an
15 insurance payment or any third party payment that reduced the obligation owed to the RALI
16 Trust.

17 149. Plaintiff alleges that ALS is asserting claims for the entire obligation of the
18 Plaintiff while the Creditor has been paid in whole or in part by these credit enhancement tools.

19 150. Plaintiff did not know at the time, Defendants RFC, GMAC, AMN, Walmar, and
20 DBTCA fabricated and falsified Plaintiff's income and forged her signature on the Loan
21 Application utilized to secure Plaintiff's Loan. Plaintiff relied upon the false representations that
22 she qualified for the Loan offered which was based upon Defendants fraud. Plaintiff was
23 damaged by the misrepresentation because she would not have obtained the Loan had she known
24 her qualification was based upon a fabricated, inflated and forged statement of her income.
25

26 151. Defendants RFC, GMAC and/or its agent AMN, and/or its agent Walmar
27 intentionally concealed the fact of the inflated, fabricated income shown on Plaintiff's Loan
28

1 Application in order to induce Plaintiff to enter into the Option ARM loan, knowing Plaintiff
2 would not have the opportunity to read the Loan Application and Plaintiff would not have
3 accepted the Loan if she had been aware of the true facts.

4 152. Performance is excused where there is proven fraud in the execution of a contract.
5 Fraud in the execution is grounds for voiding a contract. One example of fraud in the execution
6 is when a party is tricked into signing the contract.
7

8 153. Upon information and belief, AMN, RFC, GMAC, and DBTCA tricked Plaintiff
9 into signing what was understood to be a Deed of Trust and Note, in favor of AMN. Plaintiff was
10 not aware that AMN did not fund Plaintiff's Loan. Plaintiff discovered this information on or
11 about October 24, 2012. [see *Plaintiff's RJN, Exhibit 2*]
12

13 154. In a letter dated April 11, 2008, Aurora violated *15 U.S.C. § 1692g(a)* by falsely
14 and intentionally misrepresented the Owner of Plaintiff's debt and the amount of Plaintiff's debt
15 obligation. Aurora falsely and intentionally misrepresented the status of Plaintiff's debt and
16 Aurora and its agents' ability to enforce Plaintiff's debt obligation, in which they had no
17 pecuniary, equitable, or legal interest. [see *Exhibit H*]
18

19 155. Cal-Western violated *15 U.S.C. § 1692g(a)* falsely and intentionally
20 misrepresented the status of Plaintiff's debt and Defendants and its agents' ability to enforce
21 Plaintiff's debt obligation, in which they had no pecuniary, equitable, or legal interest when it
22 recorded a Notice of Default against Plaintiff's Property. [see *Exhibit E*]
23

24 156. The conduct described above by Defendants, was malicious because Aurora and
25 their agents knew that they were not acting on behalf of the current pecuniary beneficiary of the
26 Note. However, despite such knowledge, Aurora and their agents continued to demand and
27 collect Plaintiff's mortgage payments.
28

1 157. On information and belief, Aurora engaged and is engaging in a pattern and
2 practice of defrauding Plaintiff, Aurora misrepresented the status of Plaintiff's debt,
3 misrepresented the identity of the owner of Plaintiff's Loan, failed to properly credit payments
4 made, incorrectly calculated interest on the account, and failed to accurately debit fees.

5 158. The entire foreclosure process has been conducted utilizing a string of fraudulent
6 documents.
7

8 159. ALS' invalid Assignment was fraudulently executed without MERS' or AMN's
9 knowledge or authorization. According to MERS, "Any action taken by MERS with respect to a
10 consumer's mortgage loan is taken at the direct instruction of the lender or loan service
11 provider." [see *Plaintiff's RJN Exhibit 1, page 21, lines 21-22*]
12

13 160. Plaintiff contends that the Assignment was ineffective because it was a sham in
14 that it recited that it transferred both the Deed of Trust and the underlying indebtedness to ALS
15 when MERS did not have any interest in the underlying Note to transfer. According to MERS,
16 "MERS does not acquire any interest (legal or beneficial) in the loan instrument (i.e. promissory
17 note or other debt instrument)." [see *Plaintiff's RJN Exhibit 1 page 13, line 14-15*]
18

19 161. The Assignment indicates that it also includes an Assignment of the money due
20 and to become due thereon with interest and all rights accrued or to accrue (related
21 indebtedness). However, according to MERS, "MERS has no interest at all in the promissory
22 note evidencing the mortgage loan." [see *Plaintiff's RJN Exhibit 1, page 11, line 6*]
23

24 162. On or about November 3, 2009, Defendant Cal-Western, within San Diego County,
25 State of California, did then and there willfully aid and abet in the notarization of Cal-Western's
26 employee Jennifer Victa's signature when said person whose signature was being notarizing/ed
27 was not in notary, J. Archuleta's presence, another Cal-Western employee.
28

1 163. These actions were performed in a secretive manner in order that the false
2 documents be given full legal effect and that this criminal activity not be discovered. These
3 actions constitute the crime of Notarization of Signature of Person Not in Presence of Notary
4 Public, a violation of § 8214.2, a gross misdemeanor. This activity was discovered in July of
5 2011.

6 164. On or about November 9, 2009, Defendant Cal-Western, did, in the County of San
7 Diego State of California, then and there, knowingly and feloniously, caused to be offered for
8 filing in a public office, a false and/or forged instrument, which instrument, if genuine, might be
9 filed, registered or recorded in a public office under the law of the State of California.

10 165. On or about November 9, 2009, Cal-Western, in the County of San Diego, State of
11 California, either directly or through an agent or employee, caused to be offered for filing, a
12 Substitution of Trustee, Instrument No. 20091682671 of Official Records filed in the Office of
13 the County Recorder of Los Angeles County, California dated September 15, 2009. Said
14 document was forged in that it purported to be signed by an officer of MERS, as the agent for the
15 beneficiary of the property listed in said instrument.

16 166. On or about December 31, 2009, Defendant ALS did, in the County of Scotts Bluff
17 State of Nebraska, then and there, knowingly and feloniously, cause to be offered for filing in a
18 public office, a false and/or forged instrument, which instrument, if genuine, might be filed,
19 registered or recorded in a public office under the law of the State of California.

20 167. On or about December 31, 2009, Defendant ALS did, in the County of Scotts Bluff
21 State of Nebraska, either directly or through an agent or employee, caused to be offered for
22 filing, a Corporate Assignment of Deed of Trust, Instrument No. 20062729009 of Official
23 Records filed in the Office of the County Recorder of Los Angeles County, California dated
24
25
26
27
28

1 October 1, 2009. Said document was forged in that it purported to be signed by an officer of
2 MERS, as the agent for the beneficiary of the property listed in said instrument.

3 168. These actions were performed in a secretive manner in order that the false
4 documents be given full legal effect and that this criminal activity not be discovered. All of
5 which constitutes the crime of offering a false instrument for filing and/or recording, a violation
6 of the *California Penal Code § 115.5*, a category C felony. This activity was discovered in July
7 of 2011.
8

9 169. Plaintiff alleges that HF told her that she could not apply for or receive a
10 modification until her loan was delinquent and in furtherance of this representation, HF failed
11 and refused to send an application for modification or allow Plaintiff to apply for a loan
12 modification over the telephone prior to skipping payments. Plaintiff contends this is an
13 unnecessary prerequisite.
14

15 170. Induced by HF's Plaintiff apprehensively, followed "Miriam's" direction and/or
16 advice and Plaintiff skipped her monthly mortgage payments for the next three months.
17

18 171. Plaintiff was misinformed by ALS that she was in default.

19 172. On June 17, 2008, ALS *advised* Plaintiff not to make certain payments. The
20 Agreement states falsely that ALS is Plaintiff's Lender. [see *Exhibit P*]

21 173. On August 25, 2008, ALS *advised* Plaintiff not to make certain payments. The
22 Agreement states falsely that ALS is Plaintiff's Lender. [see *Exhibit Q*]
23

24 174. On January 8, 2009, ALS' *advised Plaintiff not to make any additional payments*
25 *until further notice*. The Agreement states falsely that ALS is Plaintiff's Lender. [see *Exhibit R*]
26

27 175. The final Agreement Plaintiff received states that ALS is Plaintiff's Lender. After
28 Plaintiff made all six forbearance payments as agreed she contacted *ALS for further direction*

1 *and was advised not to make any payments until further notice.* The Agreement states falsely
2 that ALS is Plaintiff's Lender. [see *Exhibit S*]

3 176. ALS deceived Plaintiff by misrepresenting its status as Lender; ALS misled
4 Plaintiff to believe that it wanted to help Plaintiff maintain ownership of her home.

5 177. ALS misrepresented that at the expiration of the Workout and Forbearance
6 Agreements("Agreements"), Plaintiff would have an opportunity to cure her loan default
7 through: (1) reinstatement; (2) payoff; (3) loan modification; or (4) some other workout.
8

9 178. At the time that ALS made these false representations, ALS knew that they were
10 not true. ALS had no intention to provide an opportunity to cure at the end of the Agreements
11 or prior to foreclosing on Plaintiff's home. ALS designed its scheme so that it could foreclose.
12

13 179. ALS also misrepresented to Plaintiff that her foreclosure would continue to be on
14 hold after the expiration of the Agreements. At the time that ALS made these representations
15 ALS knew that they were not true. ALS made these false representations with the purpose of
16 persuading Plaintiff to enter into the Agreements and to continue to make payments of thousands
17 of dollars.
18

19 180. Plaintiff reasonably relied on ALS' representations. Plaintiff would not have
20 entered into the Agreements had she known that these representations were not true. That is, had
21 she known that she would not have a genuine opportunity to cure her alleged arrears and that
22 ALS could and would foreclose on her Property without any notice that the modification was
23 denied and after she had paid thousands of dollars to ALS, Plaintiff would not have entered into
24 the Agreements to begin with and would not have made the payments during the terms of the
25 Agreements.
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1 181. ALS knew, or should have known, they cannot modify that which they do not
2 own, nor possess;

3 182. On December 8, 2010, Plaintiff re-applied for HAMP. Once again, ALS informed,
4 directed and/or advised Plaintiff not to make any payments during the loan modification process.

5 183. Plaintiff alleges that ALS has misrepresented that RALI 2007-QO1 was the owner
6 of her debt obligation. [see *Exhibit H*] ALS' attorney, Kahrl Wurtscher LLP also
7 misrepresented that Deutsche Bank Trust Company Americas as Trustee was the owner of
8 Plaintiff's debt obligation. [see *Exhibit T*]

9 184. Plaintiff alleges that MERS' via their Servicer ID website also misrepresented that
10 Deutsche Bank National Trust Company Americas as Trustee was the owner of her debt
11 obligation.[see *Exhibit M* a true and correct copy]
12

13 185. Plaintiff alleges that Cal-Western confirmed that MERS' Servicer ID website also
14 misrepresented that Deutsche Bank National Trust Company Americas as Trustee was the owner
15 of her debt obligation.[see *Exhibit W, page 2, lines 7-8* a true and correct copy]
16

17 186. Plaintiff alleges that Aurora Bank has also misrepresented to her and the IRS that
18 they are Plaintiff's Lender. [see *Exhibit N*].
19

20 187. The actions and conduct of Defendants falsifying and forging her Loan
21 Application, failing to disclose the proper parties to Plaintiff's Deed of Trust and Promissory
22 Note, misrepresentations, applying illegal, unauthorized charges, creating and/or inducing
23 Plaintiff into a false default, fabricating documents, forgeries, concealing the identity of
24 Plaintiff's true Creditor are extremely deceptive business practices.
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1 188. Acts of fraud are renewed each and every time the act of fraud is committed or
2 repeated, and further, time limits for acting on fraud perpetrated upon Plaintiff began when
3 Plaintiff became aware of the fraud, not necessarily at the time the initial fraud was committed.

4 189. Defendants threaten to, and unless restrained, will evict Plaintiff. Injunctive relief
5 is necessary to enjoin Defendants from consummating the unlawful and illegal trustee's sale with
6 a wrongful eviction since they are not the Real-Parties-in-Interest and lack standing and any
7 enforceable rights under Plaintiff's Promissory Note and Deed of Trust.

8
9 WHEREFORE, Plaintiff prays this Court award Plaintiff return of the original Promissory
10 NOTE, order Defendants to return all the mortgage payments collected, and because Defendants'
11 conduct was outrageous, willful, oppressive and fraudulent, an award of compensatory, punitive
12 and treble damages and reasonable litigation fees and costs is justified in an amount to be
13 determined at trial.
14

15 **THIRD CAUSE OF ACTION**
16 **TORTIOUS INTERFERENCE WITH CONTRACT**
17 **(Against RFC, GMAC, HF, ALS, DBTCA and Doe Defendants)**
18 **(collectively "Defendants")**

19 190. The plaintiff realleges all prior paragraphs of the pleading as if set out here in full.

20 191. Defendants knew of Plaintiff's contractual relationship with her mortgage Lender
21 and/or Investors related to the funding of Plaintiff's Loans. By making false statements and false
22 representations, Defendants intentionally interfered with Plaintiffs contractual relationship with
23 her mortgage Lender and/or Investors.

24 192. Defendants' false statements and false representations caused actual interference
25 with Plaintiff's contractual relationship with her mortgage Lenders and/or Investors.
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1 193. Plaintiff alleges also that Defendant HF orally represented to Plaintiff that she
2 needed to skip at least three (3) mortgage payments in order to apply and be considered for a
3 loan modification.

4 194. Plaintiff alleges that HF knew that these representations were false because HF
5 knew they were not complying with all of the third party agreements and governing laws and
6 regulations.
7

8 195. Plaintiff alleges that HF made these misrepresentations with the intent to induce
9 her into default in order to obtain late fees, collect on Credit Default Swaps and ultimately lead
10 her into foreclosure.

11 196. Plaintiff alleges also that Defendant ALS orally represented to Plaintiff upon
12 entering into invalid Workout and Forbearance Agreements ("Agreements") that she skip certain
13 payments during the loan modification process.
14

15 197. Plaintiff alleges that ALS knew that these representations were false because ALS
16 knew they were not complying with all of the third party agreements and governing laws and
17 regulations.
18

19 198. Plaintiff alleges that ALS made these misrepresentations with the intent to induce
20 her to maintain an alleged default in order to obtain late fees, collect on Credit Default Swaps
21 and ultimately lead her into foreclosure.

22 199. Plaintiff believed HF and ALS' misrepresentations to be true and reasonably
23 relied on HF and ALS' misrepresentations and non-disclosures because HF and ALS were
24 believed to be Plaintiff's Lenders at different times during the life of her Loan.
25

26 200. HF and ALS' statements were intended to and did create a false impression of their
27 position on whether to consider Plaintiff for a loan modification, and as a result, such
28

1 misrepresentations constituted actionable fraud. The misrepresentations of HF and ALS'
2 willfully or intentionally interfered with the business relations of Plaintiff without just cause or
3 excuse, which resulted in HF and ALS' liability for damages for tortuous interference with the
4 performance of Plaintiff's contract.

5 201. Upon information and belief Defendants filed an insurance claim and DBTCA
6 collected on insurance once Plaintiff's alleged default was duly declared, customarily default is
7 declared after ninety (90) days has passed without receiving an alleged payment due from
8 Borrower;

9
10 202. Plaintiff alleges insurance payments were made on her debt obligation allegedly
11 owed to the RALI 2007-QO1 Trust.

12
13 203. Upon information and belief DBTCA was unlawfully empowered to liquidate the
14 debt; as it is now worth zero (0).

15 204. Since it is the intermediaries who are initiated Plaintiff's foreclosure rather than the
16 Certificate-Holders of the RALI 2007-QO1 Trust, these intermediaries are not Creditors and the
17 amount they are demanding is misleading and fraudulent if there was an insurance payment or
18 any third party payment that reduced Plaintiff's obligation allegedly owed to the Certificate-
19 Holders of the RALI 2007-QO1 Trust.

20
21 205. Plaintiff alleges she suffered damages by relying on HF and ALS's
22 misrepresentations and failures to disclose. Had Plaintiff known the truth she would have altered
23 the manner in which she did business and would have avoided skipping her mortgage payments
24 and entering into the invalid Agreements.

25
26 206. As a result of Defendants' acts, Plaintiff has suffered damages in an amount to be
27 proven at trial. Defendants' conduct was outrageous, willful, oppressive and fraudulent and an
28

award of punitive and treble damages and reasonable litigation fees and costs is justified in an amount to be determined at trial.

207. The statute of limitations for this Cause of Action is subject to equitable tolling upon the pleading of fraud. Due to Defendants' fraudulent actions, the Statute of Limitations period has not yet expired.

**FOURTH CAUSE OF ACTION
WRONGFUL FORECLOSURE AND TO SET ASIDE TRUSTEE'S SALE
(Against ALS, MERS, DBTCA, Cal-Western, RFC, GMAC and Doe Defendants)**

208. The plaintiff realleges all prior paragraphs of the pleading as if set out here in full.

209. Plaintiff is ready, willing and able to tender her debt obligation. However, only the true Creditor can demand tender. Plaintiff is not required to tender the full amount of the indebtedness to an entity that is not the beneficiary to her Deed of Trust.

210. Upon information and belief, ALS was the purported foreclosing beneficiary upon the property. ALS, MERS and Cal-Western were the entities which exercised the power of sale within the Deed of Trust.

211. Upon information and belief, Defendants and each of them, did knowingly and willfully conspire and agree among themselves to engage in a conspiracy to promote, encourage, facilitate and actively engage in and benefit from wrongful foreclosure perpetrated on Plaintiff as alleged herein.

212. Although MERS is the Mortgagee of record, it has never been the "owner" or "holder" of Plaintiff's Note. Because the original Lender and its successors and assigns were not signatories to Plaintiff's Deed of Trust, Plaintiff disputes that MERS' designation in her Deed of Trust as "*nominee for Lender and Lender's successors and assigns*" established an agency relationship between MERS and AMN, the original Lender or any successor and assigns to

1 AMN. As a result, there is a serious question over which entity actually owns Plaintiff's Loan
2 and has the corresponding right to collect payments and exercise the power of sale under
3 Plaintiff's Deed of Trust.

4 213. At no point in time did the original beneficiary of the Plaintiff's Deed of Trust
5 assign his, her, or its interest in the Property to any purported holder in due course of Plaintiff's
6 Note or Deed of Trust.

7 214. As set forth above, since ALS's purported status as beneficiary is void *ab initio*,
8 ALS did not have authority to exercise the power of sale within the Deed, and Cal-Western could
9 not initiate foreclosure based upon alleged defaults created and induced by ALS. Therefore, the
10 entire foreclosure is void *ab initio*.

11 215. Currently, Plaintiff is at risk of eviction and having to relocate from the Property
12 and lose her rights in that Property due to the unlawful actions of Defendants.

13 216. Foreclosure was initiated by ALS, MERS, DBTCA, RFC, GMAC and/or Cal-
14 Western, without privilege and with malice, as the Defendants knew that a "default" had never
15 occurred. As stated, ALS was not owed any money, Cal-Western was not the trustee, and ALS
16 had no pecuniary interest in the loan, and was not a beneficiary of the Note and/or Deed of Trust.
17 Therefore, despite the fact that said Defendants knew no "default" had occurred, they proceeded
18 with the foreclosure sale.

19 217. Upon information and belief, Plaintiff alleges the Note and Deed of Trust as the
20 same described above, was improperly pledged or sold to another party, and such sale was not
21 done in accordance with *Article 3* or *Article 9* of the *California Commercial Code* and was
22 therefore improper and failed to confer any legally cognizable rights in any party claiming to be
23 a beneficiary of the Note and Deed of Trust.

1 218. Plaintiff alleges that “between November 15 and December 8, 2006, AMN
2 transferred Plaintiff’s Note to RFC. Plaintiff claims that the Note was then allegedly sold to an
3 investment trust, the RALI 2007-QO1 Trust. An essential aspect of the mortgage securitization
4 process is that the Trust must obtain and maintain good title to the mortgage loans comprising
5 the pool for that certificate offering. This is necessary in order for the Trustee of the purportedly
6 Securitized Trust to be **legally entitled to enforce** the mortgage loans in case of an alleged
7 default. In addition to other required documentation to complete the Collateral File of any given
8 loan, two documents relating to each mortgage loan must be validly transferred to the Trust as
9 part of the securitization process – the NOTE and the security instrument (DOT or Mortgage).
10 In this case, on information and belief, neither document was validly transferred.
11

12 219. Plaintiff alleges that the “true sale” never took place due to the failure to follow
13 the basic legal requirements for the lawful transfer of a security into the RALI 2007-QO1 Trust.
14

15 220. Plaintiff alleges the only recorded Assignment was executed **after** the January 30,
16 2007 closing date of the Trust. The dubious Assignment raises numerous red flags and further
17 demonstrates that Plaintiff’s NOTE and DOT were not deposited into the Trust by the closing
18 date, and that the Assignment was fabricated in attempt to “paper over” the fatal securitization
19 defects.
20

21 221. The failure to deposit Plaintiff’s Note into the RALI Trust before the January 30,
22 2007 closing date is a violation of the Pooling and Servicing Agreement and of New York trust
23 law. Consequently, the RALI 2007-QO1 Trust cannot claim any legal or equitable right, title, or
24 interest in Plaintiff’s Note and Deed of Trust since DBTCA and ALS cannot take any action
25 which is not authorized by the Securitization agreements that created and govern the RALI 2007-
26 QO1 Trust.
27
28

1 222. ALS allegedly assigned *itself* Plaintiff's mortgage on October 1, 2009,
2 approximately 4 years after the RALI 2007-QO1 Trust had closed.

3 223. Defendants falsely represented to Plaintiff that if she did not pay Defendants,
4 Plaintiff's home would be sold at a public auction. Such actions are malicious and fraudulent.
5 In fact, the sale that took place is *void*, for the reasons stated herein.

6 224. The Notice of Trustee's Sale pertaining to Plaintiff's Property *fails* to identify the
7 current identity of the holder of the beneficial interest or owner of the Note and Deed of Trust.
8 Plaintiff is informed and believes, and thereon alleges, that Defendants are not in possession of
9 the Promissory Note in connection with her Property.

10 225. Plaintiff alleges said Notice of Sale was false, void, and without privilege, for the
11 reasons stated and discussed herein.

12 226. In addition, the foreclosure sale is *void* because Cal-Western engaged in fraud to
13 fabricate a purported Substitution of Trustee to "substitute" themselves into the Deed of Trust.
14 As a result of the *void* substitution the sale was conducted by an entity that was not the duly
15 appointed trustee.

16 227. In addition, employee of Cal-Western and robo-signer, Jennifer Victa had no
17 agency relationship with MERS and/or AMN, this is an obvious conflict of interest. Therefore,
18 all subsequent actions taken by Cal-Western as the trustee are invalid.

19 228. Jennifer Victa was not employed or deputized by MERS or AMN at the time of the
20 alleged substitution. Such a misrepresentation invalidates the document in question and
21 constitutes fraud by the entity executing the document.

1
2 229. Furthermore, ALS, MERS, DBTCA, RFC, GMAC nor Cal-Western had the right
3 to foreclose, for the following reasons: (1) Plaintiff did not breach her obligation. A power of
4 sale is conferred upon the mortgagee, trustee, or any other person, to be exercised after a breach
5 of the obligation for which that mortgage or transfer is a security. Plaintiff did not breach her
6 Deed of Trust; (2) Plaintiff's Lender failed to satisfy a condition precedent pursuant to Section
7 22 of Plaintiff's Deed of Trust; (3) Clear violations of §2934a(b); (4) Defendants unlawfully,
8 illegally and fraudulently recorded the Notice of Default, a pre-condition to a foreclosure sale,
9 required by *California Civil Code* § 2924(a).
10

11
12 a. A Notice of Default is invalid if not recorded by an entity that is the trustee, mortgagee,
13 beneficiary, or authorized agent thereof. *See CCC* § 2924(a)(1)
14

15 b. Under information and belief, the allegations in the Notice of Default contain hearsay,
16 **Rhonda Rorie's attached declaration to the Notice of Default is without foundation**
17 **and contains hearsay, as well as her signature being forged;**
18

19 c. Under California law, only the beneficiary (or its authorized agent) to the Deed of Trust
20 can execute the foreclosure documents. *CCC* § 2924 et seq. does not create authority for
21 a third entity to execute the foreclosure documents.
22

23 d. As Defendants obtained their alleged interest in Plaintiff's Property illegally and
24 fraudulently, as set forth herein, they had no right to convey such interest to any other
25 trustees, nominees, or beneficiaries. ALS, MERS, and Cal-Western therefore hold no
26 beneficial interest in Plaintiff's Property and should not have foreclosed.
27
28

1 230. Defendants have held an unlawful, illegal and fraudulent trustee's sale without
2 lawful security interest in the Property. Defendants did not possess the right to enforce the
3 security interest at any time, regardless of whether Defendants possessed a copy of the
4 Instrument.

5 231. Defendants conducted an unlawful sale without the Real-Party-of-Interest
6 involved.

7 232. The *submission of a credit bid at auction in lieu of cash by a stranger to the*
8 *transaction* is a fraudulent act. Acceptance of the credit bid is an *ultra vires act*.

9 233. This is in no way a procedural deficiency. This is **THEFT BY DECEPTION!**

10 234. Plaintiff therefore is informed and believes, and thereon alleges that said
11 Defendants are not "person[s] entitled to enforce" the alleged security interest on her Property, as
12 that term is defined in CCC § 3301.

13 235. Defendants did not have any legal right to foreclose upon Plaintiff's Property.
14 Furthermore, the procedures implemented by said Defendants in attempting to enforce the
15 alleged security interest in her Property violated statutory requirements governing non-judicial
16 foreclosure proceedings.

17 236. "It is the general rule that courts have power to vacate a foreclosure sale where
18 there has been fraud in the procurement of the foreclosure decree or where the sale has been
19 improperly, unfairly or unlawfully conducted, or is tainted by fraud, or where there has been
20 such a mistake that to allow it to stand would be inequitable to purchaser and parties." (Emphasis
21 added). *6 Angels, Inc. v. Stuart-Wright Mortgage, Inc.* (2001) 85 Cal.App.4th 1279 at 1286

22 237. The estate of interest claimed in Plaintiff's Property by Defendants, and each of
23 them, under the trustee's deed is a cloud on Plaintiff's title to her Property in that it restricts
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1 Plaintiff's right to the use and enjoyment of her Property, hinders Plaintiff's right to unrestricted
2 alienation of her Property. If the trustee's deed is not delivered and canceled, serious injury will
3 result to Plaintiff.

4 238. As a direct and proximate result of said Defendants' negligent or reckless
5 conduct, Plaintiff has suffered damages, including without limitation, Plaintiff's credit has been
6 impaired and she is threatened with the eminent the loss of her Property.

7 239. In committing the wrongful acts alleged herein, Defendants acted with malice,
8 oppression and fraud. Defendants' willful conduct warrants an award of exemplary damages in
9 an amount sufficient to punish the wrongful conduct alleged herein and deter such misconduct in
10 the future.

11 240. Accordingly, Plaintiff hereby requests this Court for an order holding the unlawful
12 trustee's sale is set-aside in that it was legally void and conducted without any right or privilege
13 by ALS, MERS, DBTCA, RFC, GMAC, Cal-Western and/or one or more of the Doe
14 Defendants, and any of the Defendants in this matter. Plaintiff also seeks an injunction
15 preventing any further sale, transfer of the Property or eviction during the pendency of this
16 litigation.

17 241. Plaintiff further alleges that any amount allegedly owing under the Deed is offset
18 by the damages owed to her from HF, ALS, MERS, DBTCA, Cal-Western, RFC, GMAC and/or
19 one or more of the Doe Defendants, and any of the Defendants in this matter.

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24 **FIFTH CAUSE OF ACTION**
25 **CANCELLATION OF INSTRUMENTS *CALIFORNIA CIVIL CODE SECTION 3412***
26 **(Against MERS, ALS, Cal-Western, DBTCA, RFC and Doe Defendants)**

27 242. In California, an action may be brought to cancel a written instrument that is void
28 or voidable when there is a reasonable apprehension that if it is left outstanding it may cause a

1 serious injury. (see *California Civil Code 3412* “[a] written instrument, in respect to which there
2 is a reasonable apprehension that if left outstanding it may cause serious injury to a person
3 against whom it is void or voidable, may, upon his application be so adjudged, and ordered to be
4 delivered up or cancelled.”)

5 243. The action can be brought against the person who received the instrument or any
6 successor of the instrument or of the title transferred by the instrument with notice of the
7 Plaintiff’s right to cancel. (*Duley v. Westinghouse Elect. Corp.* (1979) 97 Cal.App.3d 430, 432.)

8 244. Each of the written instruments described below in this cause of action were
9 recorded in Los Angeles County, California. The Property to which all of the written
10 instruments sought to be cancelled relates is situated in Los Angeles County.

11 245. Plaintiff is informed and believes thereon alleges that the Deed of Trust,
12 Promissory Note, Corporate Assignment of Deed of Trust , Notice of Default, Substitution of
13 Trustee, Notice of Trustee’s Sale and Trustee’s Deed Upon Sale are void for the reasons stated
14 herein.

15 246. The written instruments sought to be cancelled in this cause of action should be
16 cancelled and Plaintiff is entitled to litigation costs and fees.

17 247. An action to cancel an instrument is subject to the applicable statute of limitations,
18 Actions under *section 3412* are generally subject to a four-year statute of limitations period
19 under *California Code of Civil Procedure section 343*. See *Moss v. Moss*, 20 Cal. 2d 640, 644
20 (1942). When fraud or mistake is involved, the claim is subject to a three-year statute of
21 limitations under *California Code of Civil Procedure section 338(d)*. *Zakaessian v. Zakaessian*,
22 70 Cal. App. 2d 721, 725 (1st Dist. 1945). Several courts, however, have also applied a five- year
23 statute of limitations for actions that impact title or possession of real property based on
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SIXTH CAUSE OF ACTION
BREACH OF CONTRACT (Deed of Trust and Promissory Note)
(Against AMN, MERS, ALS, DBTCA, RFC, GMAC and Doe Defendants)
(collectively “Defendants”)

250. In the alternative, because ALS claims it was purportedly assigned MERS' interest in Plaintiff's Deed of Trust and Note, if the Court finds that ALS is indeed a successor in interest to Plaintiff's Deed of Trust and Note, then pursuant to the terms of the Deed of Trust and Note, Plaintiff alleges that ALS breached the Deed of Trust and Note.

57 | **THIRD AMENDED COMPLAINT**

1 252. On or around December 2, 2006, Plaintiff obtained the Option ARM Loan from
2 AMN and executed a Promissory Note and a Deed of Trust. The Deed of Trust identified AMN
3 as the Lender, First American as the Trustee and MERS as the nominal beneficiary.

4 253. According to the position of ALS, DBTCA was the funding source of Plaintiff's
5 Loan at origination. [see *Plaintiff's RJN Exhibit 2*].

6 254. Plaintiff alleges that Defendants Walmar, AMN, RFC, GMAC, MERS, DBTCA
7 and Doe Defendants are in breach of her Promissory Note and Deed of Trust. Considering that
8 the funding of Plaintiff's Loan came from parties who were not disclosed to Plaintiff before or at
9 closing, therefore, Plaintiff's Note and Deed of Trust are void *ab initio*. Where a contract
10 involves a loan it should include the identity of the lender and borrower, the amount of the loan,
11 and the terms for repayment in order to be sufficiently definite. *Peterson Development Co. v.*
12 *Torrey Pines Bank*, 233 Cal.App.3d 103, 115 (1991).

13 255. Plaintiff alleges that she did not consent to the formation of the Deed of Trust and
14 Promissory Note because there was not full disclosure regarding the parties involved and their
15 respective rights. "Contract formation requires mutual consent, which cannot exist unless the
16 parties 'agree upon the same thing in the same sense.'" *Bustamante v. Intuit, Inc.*, 141
17 Cal.App.4th 199, 208 (2006)(quoting *Cal. Civ.Code*, §§ 1580, 1550, 1565).

18 256. Plaintiff alleges that Defendants breached her Deed of Trust and Promissory Note.

19 257. Plaintiff has certain obligations and rights under the Note and Deed of Trust and
20 law applicable to these contracts and the purported current owner of the Note and beneficiary
21 under the Deed of Trust has certain rights and obligations in connection with exercising those
22 rights and ALS has improperly asserted that it acquired title to Plaintiff's property.
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1 258. Plaintiff's Lender committed a material breach as they failed to perform all
2 conditions precedent prior to accelerating the mortgage and initiating foreclosure. Specifically,
3 Plaintiff alleges that her Lender failed to furnish her with written notice of her alleged default
4 prior to accelerating the mortgage and initiating foreclosure as required by Section 22 of
5 Plaintiff's Deed of Trust.

6 259. Plaintiff also alleges that the Loan Application used to qualify her for the Option
7 ARM loan she received was fabricated, falsified and forged after Plaintiff signed her loan
8 documents thereby affecting a serious breach by Defendants.

9 260. In mid November 2009, Karl Wutscher LLP, attorneys for ALS responded to
10 Plaintiff's qualified written request, a compact disc was attached to the response which contained
11 copies of her Loan documents. However, Plaintiff did not review these documents until June of
12 2011. Plaintiff then discovered a fabricated and forged Loan Application dated December 5,
13 2006. This Application was executed three days after Plaintiff *signed* her loan documents and
14 three days before her Loan closed.

15 261. Plaintiff alleges that Defendants breached her Deed of Trust and Promissory Note.

16 262. The Deed of Trust sets forth the dates that the monthly principal and interest
17 payments were due and when late fees and other charges could be assessed. Section 2 of the
18 Deed of Trust states that: "Except as otherwise described in this Section 2, all payments accepted
19 and applied by Lender shall be applied in the following order of priority: (a) interest due under
20 the Note; (b) principal due under the Note; amounts due under Section 3. Such payments shall
21 be applied to each Periodic Payment in the order in which it became due."
22

23 263. Plaintiff substantially performed all of her conditions in the Deed of Trust,
24 including timely paying her mortgage to HF. In or around mid-November 2007, while Plaintiff
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1 was current on her monthly mortgage obligation, the business Plaintiff owns was experiencing a
2 “massive” diminution in earnings so Plaintiff contacted HF seeking a loan modification.
3 Subsequently, HF interfered with Plaintiff’s performance, instead intended for and/or induced
4 Plaintiff’s nonperformance.

5 264. Most recently, Plaintiff was excused from further performance under the Deed of
6 Trust because the “Assignment” to ALS was invalid such that Aurora did not have the power to
7 demand or collect mortgage payments. As such, ALS is not servicing Plaintiff’s mortgage on
8 behalf of the true Creditor. Moreover, Plaintiff’s inquiry into the MERS Servicer Identification
9 System has confirmed that the owner is Deutsche Bank National Trust Company Americas as
10 Trustee.(another legal stranger)
11

12 265. Because ALS represented to Plaintiff her mortgage was past due, on information
13 and belief, Plaintiff believes ALS knew that Plaintiff was current, it is clear that ALS breached
14 the Deed of Trust by failing to apply the payments made by Plaintiff in the order of priority set
15 forth in Section 2. As a result, improper fees, penalties, interest and taxes have been added to the
16 balance of the Loan as well as, an unlawful foreclosure.
17

18 266. Plaintiff was unaware that ALS were failing to apply the payments in the way set
19 forth in the Deed of Trust because ALS fraudulently concealed this practice of applying
20 Plaintiff’s mortgage payments to Plaintiff’s account. Plaintiff could not have reasonably
21 discovered the impropriety of ALS’s behavior because these facts were hidden from her and
22 were not disclosed throughout the servicing of her Loan.
23

24 267. Plaintiff could not have reasonably known of the existence of this breach of the
25 Deed of Trust because ALS fraudulently concealed the improperly applied mortgage payments,
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1 the incorrect calculation of interest, and the improper fees added to Plaintiff's account that did
2 not comply with Section 2 of Plaintiff's Deed of Trust.

3 268. The actions and conduct of Defendants falsifying and forging her Loan
4 Application, failing to disclose the proper parties to Plaintiff's Deed of Trust and Promissory
5 Note, Plaintiff's Lender failing to perform all conditions precedent according to Section 22 of the
6 Deed of Trust applying illegal, unauthorized charges, creating a false default, fabricated
7 documents and conducting an unlawful foreclosure and trustee's sale on the Property of the
8 Plaintiff is a breach of the Deed of Trust and Promissory Note.
9

10 269. Plaintiff fully and faithfully performed all of the covenants, terms, conditions, and
11 obligations required under the Loan agreement for the Subject Loan on her part to be performed.
12

13 270. A contract to perform services gives rise to a duty of care which requires that such
14 services be performed in a competent and reasonable manner,"

15 271. The contract required Defendants to provide services which were breached when
16 Defendants failed to provide those services. Plaintiff justifiably relied to her detriment on
17 Defendants' misrepresentations of proper performance and has been damaged in the following
18 ways: (1) she has been deprived of the equity in her home; (2) the title to her home has been
19 clouded; (3) she has overpaid in interest, penalties, fees and taxes that were calculated as a result
20 of the misapplication of payments; (4) she is unable to determine whether she sent her monthly
21 mortgage payments to the right party; (5) her credit and credit scores have been damaged; (6) she
22 has expended significant funds to cover litigation costs; and (7) Plaintiff's home has been sold at
23 a trustee's sale. Defendants violated an independent duty not to defraud Plaintiff.
24

25 272. As a result thereof, the Defendants are liable for all natural, proximate and
26 consequential damages of their breach of contract.
27
28

SEVENTH CAUSE OF ACTION
BREACH OF CONTRACT (Workout and Forbearance Agreements)
(Against, MERS, ALS, DBTCA, RFC, GMAC and Doe Defendants)
(collectively "Defendants")

273. The Plaintiff realleges all prior paragraphs of the pleading as if set out here in full.

274. Aurora offers Workout Agreements to financially distressed borrowers. The Workout Agreements are supposed to provide borrowers the opportunity to cure the alleged arrearage in their loan payments while they are being considered for a loan modification. Thus, borrowers are required to make several planned monthly installment payments ("Plan Payments") for the purpose of bringing their loan payments current. The lure of this program is that it implies that successful completion would result in either loan modification or otherwise allow the borrowers to cure the alleged arrearage in their loan.

275. Plaintiff asserts Defendant violated her right to cure the alleged arrears, and failed to exercise its discretion in good faith by telling her to stop making payments; informing her that her Lender wanted to offer her a permanent workout solution and then denying the modification; providing her conflicting, inconsistent, and inaccurate information about her account;

276. Plaintiff entered into Workout Agreements or Forbearance Agreements ("Agreements") with ALS. Under the terms of its Agreements, ALS expressly agrees to allow borrowers to cure the arrearage on their loan. The Agreements expressly states that "Customer has requested and Lender [ALS] has agreed to allow Customer to repay the Arrearage pursuant to a loan work-out arrangement on the terms set forth below." Similarly, the terms of the Agreement provide borrowers with the right to cure the arrearage through, among other things, reinstatement or payment in full.

1 277. Plaintiff has done all, or substantially all, of the significant things that the contract
2 required her to do by making all Plan Payments, or alternatively, she was excused from doing
3 those things. All conditions required by the contract for Plaintiff's performance have occurred.

4 278. Plaintiff received a letter dated October 7, 2008 congratulating her on successfully
5 maintaining her current home retention payment arrangement. The letter also stated that ALS
6 would like to offer Plaintiff a more permanent workout option. ALS requested updated financial
7 information within the next (14) days. Plaintiff submitted all documents requested of ALS.
8 Subsequently, Plaintiff was denied a home retention workout because Plaintiff was financially
9 unable to afford monthly payments.
10

11 279. A contract to perform services gives rise to a duty of care which requires that such
12 services be performed in a competent and reasonable manner."
13

14 280. Plaintiff alleges that ALS breached its contract with Plaintiff by failing to allow
15 Plaintiff to repay her alleged remaining arrearage, and by initiating foreclosure without notice
16 and without an opportunity to cure despite its promise of providing access to a cure method.
17

18 281. The Agreements required ALS to provide services which were breached when and
19 ALS failed to provide those services, Plaintiff justifiably relied, to her detriment, on and ALS
20 misrepresentations of proper performance and ALS violated an independent duty not to defraud
21 people.
22

23 282. Plaintiff was harmed by ALS's breach of contract by virtue of making payments
24 under the Agreements without getting the benefits thereof, and by virtue of losing her Property
25 without notice and without an opportunity of curing any alleged default.

26 283. Because ALS claims that Plaintiff was denied HAMP, she has the ability to
27 demand proof (a) that they considered it (b) that it was communicated to the Investor (with
28

1 copies) and (c) that there was a reasonable basis for rejection — meaning that the *servicer must*
2 *SHOW the analysis that was used to determine whether to accept or reject the HAMP proposal.*

3 284. Plaintiff fully and faithfully performed all of the covenants, terms, conditions, and
4 obligations required under the Loan agreement for the Subject Loan on her part to be performed.

5 285. A contract to perform services gives rise to a duty of care which requires that such
6 services be performed in a competent and reasonable manner,"

7
8 286. The conduct of Defendants, in pertinent part, as set forth above, constituted a
9 breach of the oral and express agreements between Plaintiff and Defendants, and upon which
10 Plaintiff had detrimentally relied. Plaintiff has performed all obligations to Defendants, except
11 those obligations Plaintiff was prevented or excused from performing.

12
13 287. The contract required Defendants to provide services which were breached when
14 Defendants failed to provide those services. Plaintiff justifiably relied to her detriment on
15 Defendants' misrepresentations of proper performance and has been damaged in the following
16 ways: (1) she has been deprived of the equity in her home; (2) the title to her home has been
17 clouded; (3) she has overpaid in interest, penalties, fees and taxes that were calculated as a result
18 of the misapplication of payments; (4) she is unable to determine whether she sent her monthly
19 mortgage payments to the right party; (5) her credit and credit scores have been damaged; (6) she
20 has expended significant funds to cover litigation costs; and (7) Plaintiff's home has been sold
21 at a trustee's sale. Defendants violated an independent duty not to defraud Plaintiff.

22
23 288. As a direct and proximate result of Defendants' breaches of the above-mentioned
24 agreements, Plaintiff has suffered compensatory damages in an amount to be proven at trial.

25
26 Pursuant to *California Code of Civil Procedure § 1021.5*, Plaintiff is entitled to recover
27 reasonable litigation fees, costs, and expenses incurred in bringing this action.
28

289. Plaintiff further seeks, as a result of said Defendants' breaches of the above-mentioned agreements, restitution, disgorgement of sums wrongfully obtained, and such other and further relief as the Court may deem just and proper.

**EIGHTH CAUSE OF ACTION
VIOLATION OF *BUSINESS AND PROFESSIONS CODE* § 17200
(Against MERS, ALS, DBTCA, Cal-Western
AMN, RFC, GMAC, Walmar and Doe Defendants)**

290. The plaintiff realleges all prior paragraphs of the pleading as if set out here in full.

291. *Cal. Bus. And Prof. Code § 17200*, et seq. prohibits acts of unfair competition, which means and includes any unlawful, unfair or fraudulent business act and conduct which is likely to deceive and is fraudulent in nature.

292. The "unlawful" prong of *Cal. Bus. & Prof. Code, § 17200* makes a business practice that violates *any* law independently actionable. Furthermore, the statute of limitations of the other law is irrelevant, and any claim on any Section 17200 claim is subject to the four-year statute of limitations created by that section.

293. ALS engaged in "unlawful" business practices under the UCL based on (1) its debt collection practices in violation of the *Rosenthal Act*; (2) its violations of the Security First Rule, *Cal. Code Civ. Proc. § 726*; (3) its insertion of unconscionable provisions in its standard form Workout Agreements in violation of *Civil Code, §§ 1670.5 and 1671*; and

294. MERS, ALS, and Cal-Western's conduct, for the reasons stated herein, is in direct violation of *California Civil Code §§ 2924, et seq.*

295. MERS, ALS, and Cal-Western's conduct, for the reasons stated herein, is in direct violation of *California Civil Code §§ 2924f(c)(2) and 2932.5.*

296. California's Unfair Competition Law ("UCL") defines unfair competition to include any "unlawful, unfair, or fraudulent" business act or practice. *Cal. Bus. & Prof. Code, §*

1 **17200, et seq.**, prohibits the above mentioned conduct. Defendants' acts and practices are
2 unlawful, fraudulent and likely to deceive. This conduct is ongoing and continues to this date.

3 297. RFC, GMAC AMN, HF, MERS DBTCA and ALS's acts and practices alleged
4 herein constitute **unfair** and **fraudulent** business practices with respect to mortgage loan
5 servicing, including, without limitation, the following practices:

- 6 (a) Misrepresenting to Plaintiff that they were the "Lender";
7
8 (b) Misrepresenting to Plaintiff that other entities were the owner of her debt obligation;
9
10 (c) Misrepresenting to Plaintiff that they had the authority to negotiate, and approve a loan
11 modification;
12
13 (d) Making oral and written misrepresentations and omissions of material facts that induced
14 Plaintiff to enter "Workout and Forbearance Agreements" in order to obtain a permanent loan
15 modification;
16
17 (e) Making oral and written misrepresentations and omissions of material fact regarding the
18 status of Plaintiff's loan modification applications and loan payments;
19
20 (f) Making oral and written misrepresentations and omissions likely to deceive the reasonable
21 consumer, and did in fact deceive Plaintiff;
22
23 (g) Making oral and written misrepresentations objectively material to the reasonable consumer,
24 and therefore reliance upon such representations may be presumed as a matter of law, and
25 Plaintiff did in fact believe the misrepresentations were reasonable and did in fact rely upon
26 them.
27
28 (h) Failing to perform loan servicing functions consistent with its responsibilities to Plaintiff
and its responsibilities under HAMP;
(i) Failing to properly supervise its agents and employees, including without limitation, its loss

1 mitigation and collection personnel, foreclosure personnel, and personnel implementing its
2 modification programs;

3 (j) Failing to permanently modify loans and/or provide alternatives to foreclosure, and using
4 unfair means to keep Plaintiff in temporary modification contracts, including, without
5 limitations, routinely demanding information it already had and failing to communicate
6 accurately or consistently with Plaintiff about the status of her loan modification applications;

7
8 (k) Making inaccurate calculations and determinations of Plaintiff's eligibility for permanent
9 modifications; and

10 (l) Engaging in acts and practices that prolong the HAMP process;

11 (m) Refusing to offer a "resolution" of the alleged default after leading Plaintiff to believe that
12 the "Work-out" Agreement would lead to another agreement that would cure the alleged
13 arrearages (which they never disclosed in amount) by creating a plan of decreased monthly
14 payments;

15
16 (n) Falsely representing that Plaintiff did not qualify for a HAMP modification when, in fact
17 Plaintiff did qualify for a HAMP modification in breach of industry standards set by *15 U.S.C*
18 *1639*;

19
20 (o) Allegedly auctioning off the property for less than the amount owed, yet refusing to reduce
21 the principal which would have resulted in a positive NPV in breach of industry standards set by
22 *15 U.S.C 1639a*;

23
24 298. RFC, GMAC, MERS, ALS and Cal-Western engaged in unlawful ¹, fraudulent and
25 deceptive business practices with respect to mortgage loan servicing, assignment of Note and
26 Deed of Trust, and related matters by, among other things:

27 (a) Executing and recording false and misleading documents;

- (b) Executing and recording documents without the legal authority to do so;
- (c) Failing to disclose the principal for which documents were being executed and recorded in violation of *California Civil Code § 1095*;
- (d) Failing to record Powers of Attorney in connection with other recorded documents in violation of *California Civil Code § 2933*;
- (e) Violating the Security First Rule;
- (f) Demanding and accepting payments for debts that were non-existent;
- (g) Reporting payments as late to credit bureaus without the legal right or authority to do so;
- (h) Acting as a beneficiary without the legal authority to do so, and;
- (i) Other deceptive business practices as described herein.

299. Plaintiff alleges that by engaging in the above described acts and/or practices as alleged herein, Defendants have violated several California laws, including *§ 131(g) 15 U.S.C. § 1641*, *Cal. Penal Code section 115(a)*² and *532(f)(a)(4)*³, and regulations and said predicate acts are therefore per se violations of *Cal. Bus. & Prof. Code, § 17200*, et seq.

300. As a direct and proximate result of Defendants' unfair and/or fraudulent conduct alleged herein, Plaintiff and others have lost hundreds of thousands if not millions of dollars of

¹ "Unlawful" acts or practices are those forbidden by law, be it civil or criminal, federal, state, or municipal, statutory, or court-made. *Saunders v. Superior Court*, 27 Cal.4th 832(1994); *Hewlett v. Squaw Valley*, 54 Cal.4th 499 (1997).

² *Cal. Penal Code section 115 (a)* Every person who knowingly procures or offers any false or forged instrument to be filed, registered, or recorded in any public office within this state, which instrument, if genuine, might be filed, registered, or recorded under any law of this state or of the United States, is guilty of a felony.

³ Defendants' recording of the fabricated Substitution of Trustee, Notice of Default, Corporate Assignment of Deed of Trust, Notice of Trustee's Sale and Trustee's Deed Upon Sale violates *Cal. Penal Code section 532(f)(a)(4)* which prohibits any person from filing a document related to a mortgage loan transaction with the county recorder's office which that person knows to contain a deliberate misstatement, misrepresentation, or omission. The facts demonstrate that Defendants have committed mortgage fraud by filing the Substitution of Trustee, Notice of Default, Corporate Assignment of Deed of Trust, Notice of Trustee's Sale and Trustee's Deed Upon Sale with the county recorder's office with the knowledge that the documents contained deliberate misstatements, misrepresentations, or omissions of fact.

1 equity in their homes. Plaintiff is a direct victim of Defendants' unlawful conduct, and has
2 suffered injury in fact, and has lost property and money as a result of Defendants' unfair
3 competition.

4 301. By reason of the foregoing, Defendants have been unjustly enriched and should be
5 required to disgorge their illicit profit and/or make restitution to Plaintiff and other California
6 consumers who have been harmed, and/or be enjoined from continuing in such practices
7 pursuant to *Cal. Bus. & Prof. Code §§ 17203 and 17204* and *Code of Civil Procedure § 1021.5*.
8 Additionally, Plaintiff is entitled to injunctive relief enjoining Defendants from any post-
9 foreclosure actions, litigation costs and fees as available under *Cal. Bus. & Prof. Code § 17200*.
10

11 302. As a direct and proximate result of the actions of Defendants, and each of them,
12 stated above, Plaintiff has been injured in that a cloud has been placed upon title to Plaintiff's
13 Property and Defendants, have failed to remove this cloud from Plaintiff's title.
14

15 303. The statute of limitations on UCL claims is four years from the date of accrual.
16 (*Bus. & Prof. Code, § 17208*)
17

18 304. Plaintiff is entitled to an order compelling ALS, RFC, DBTCA and any other
19 Defendants claiming an interest in and to Plaintiff's Property to take any and all actions
20 necessary to remove the cloud they have placed upon her title and an order enjoining such
21 Defendants from taking such actions in the future.
22

23 **NINTH CAUSE OF ACTION**
24 **VIOLATION OF CALIFORNIA CODE § 1788.17**
25 **UNFAIR DEBT COLLECTION PRACTICES**
26 **(Against ALS, MERS, Cal-Western, Deutsche Bank, RFC and Doe Defendants)**

27 305. The plaintiff realleges all prior paragraphs of the pleading as if set out here in full.
28

1 306. ALS and Cal-Western are in the business where the principal purpose is to collect
2 debts on behalf of Investors, but upon information and belief. Plaintiff also believes ALS
3 collects on behalf of itself.

4 307. ALS is a "debt collector" engaging in "debt collection" practices under the
5 *Rosenthal Fair Debt Collection Practices Act* (the "*Rosenthal Act*"). See *Cal. Civ. Code* §
6 **1788.2(c)**.

7
8 308. In April of 2008, ALS began servicing Plaintiffs' Loan after it was allegedly in
9 default.

10 309. ALS attempted to collect Plaintiff's debt obligation on its own behalf. "The term
11 'debt collector' means any person who uses any instrumentality of interstate commerce or the
12 mails in any business the principal purpose of which is the collection of any debts, or who
13 regularly collects or attempts to collect, directly or indirectly, debts owed or due or asserted to be
14 owed or due another." *15 U.S.C. §1692a(6)*.

15
16 310. Cal-Western attempted to collect Plaintiff's debt obligation on behalf of MERS and
17 thus is also a debt collector pursuant to *15 U.S.C. §1692a(6)*.

18
19 311. Plaintiff alleges that in the course and conduct of ALS's loan servicing and
20 collection, ALS and its agent Cal-Western, in numerous instances have represented, expressly or
21 by implication, that Plaintiff owes the amounts specified in their oral and written
22 communications. Communicating or threatening to communicate to any person credit
23 information which is known or which should be known to be false, including the failure to
24 communicate that a disputed debt is disputed, in violation of Section 807(8) of the FDCPA, *15*
25 *U.S.C. § 1692e(8)*;

1 312. ALS violated the Rosenthal Act by using false, deceptive, and misleading
2 statements and deceptive omissions in connection with its collection of Plaintiff's mortgage debt,
3 as alleged herein. *See Cal. Civ. Code § 1788.17*, incorporating *15 U.S.C. § 1692(e)*. For
4 example (and without limitation), Plaintiff was consistently led to believe that modification
5 review was pending under the Workout and Forbearance Agreements ("Agreements") and that
6 the requests for additional documents and receipt thereof would continue the review process and
7 Agreements. But ALS unilaterally ceased the review process and foreclosed on Plaintiff's
8 property.
9

10 313. Plaintiff has suffered damages and harm as a result of ALS's unfair debt collection
11 practices, including irreparable harm to her credit and the amounts paid under the Agreements.
12

13 314. *California Civil Code § 1788.17* requires Defendants to comply with the provisions
14 of *15 U.S.C. § 1692*, through their acts including but not limited to, the following:

- 15 (a) The Defendants violated *California Civil Code § 1788.17* by engaging in
16 conduct, the natural consequence of which is to oppress, and abuse persons in
17 connection with the collection of the alleged debt, a violations of *15 U.S.C. §*
18 *1692(d)*;
19 (b) The Defendants violated *California Civil Code § 1788.17* by misrepresenting the
20 status of the alleged debt, a violations of *15 U.S.C. § 1692(e)(s)(A)*;
21 (c) The Defendants violated *California Civil Code § 1788.17* by using unfair or
22 unconscionable means to collect or attempt to collect a debt, a violation *15 U.S.C.*
23 *§ 1692(f)*; and
24 (d) The Defendants violated *California Civil Code § 1788.17* by using deceptive
25 means to collect or attempt to collect a debt from the Plaintiffs, a violation of *15*
26 *U.S.C. § 1692e(10)*.

27 315. The foregoing violations of *15 U.S.C. § 1692* by Defendants result in separate
28 violations of *California Civil Code § 1788.17*.

1 316. The forgoing acts by Defendants were willful and knowing violations of ***Title 1.6C***
2 ***of the California Civil Code*** (FRDCPA), are sole and separate violations under ***California Civil***
3 ***Code § 1788.30(b)***, and trigger **multiple \$1,000.00 penalties**.

4 317. ***CCC § 1788.17*** provides that Defendants are subject to the remedies of ***15 U.S.C. §***
5 ***1692(k)***, for failing to comply with the provisions of ***15 U.S.C. § 1692(b)(6) and § 1692(c)c.***

6 318. The foregoing acts by Defendants were intentional persistent, frequent, and devious
7 violations of ***15 U.S.C. § 1692***, which trigger **additional damages of \$1,000.00 under *15 U.S.C.***
8 ***§ 1692(k)(a)(2)(A).***

9 319. Plaintiff relied on Defendants and their agents' misrepresentations and have been
10 damaged in the following ways: (1) multiple parties may seek to enforce her debt obligation
11 against her; (2) the title to her home has been clouded and its salability has been rendered
12 unmarketable, as any buyer of Plaintiff's Property will find themselves in legal limbo, unable to
13 know whether they can safely buy Plaintiff's Property or get title insurance; (3) she has been
14 paying the wrong party for an undetermined amount of time and overpaid in interest, penalties, §
15 fees and taxes that were overcalculated; (4) she is unable to determine whether she sent her
16 monthly mortgage payments to the right party; (5) her credit and credit scores have been
17 damaged; (6) she has expended significant funds to cover litigation costs; and (7) Plaintiff's home
18 has been sold at a trustee's sale. Defendants violated an independent duty not to defraud
19 Plaintiff.

20 320. The statute of limitations on a Rosenthal Act claim is one year. (***Civil Code §***
21 ***1788.30, subd. (f).***) Defendants debt collection efforts commenced in or about April 2008 and
22 these collection efforts continued up until December 2010; under the continuing tort doctrine,
23 the statute did not run until this time, which is less than a year before the filing of Plaintiff's
24
25
26
27
28

1 initial complaint in July 2011. However, Plaintiff could not have reasonably known of the
2 existence of a claim for violation of **15 U.S.C. § 1692(e)** because Defendants fraudulently
3 concealed the fact that they were not entitled to enforce Plaintiff's debt obligation and that they
4 were falsely representing to Plaintiff that the character and amount of money Plaintiff still owed
5 on her debt.¹

7 **TENTH CAUSE OF ACTION**
8 **VIOLATION OF 15 U.S.C § 1641(g)**
9 **(Against ALS, DBTCA, RFC, GMAC and Doe Defendants)**

10 321. The plaintiff realleges all prior paragraphs of the pleading as if set out here in full.

11 322. Plaintiff resides in the Subject Property and it is her principal residence.

12 323. The new subsection (g) added to **§ 131 of TILA by § 404 of The Helping**

13 **Families Save Their Homes Act of 2009** states:

14 (g) NOTICE OF NEW CREDITOR-

15 (1) IN GENERAL – In addition to other disclosures required by this title, not later than 30
16 days after the date on which a mortgage loan is sold or otherwise transferred or assigned to a
17 third party, the creditor that is the new owner or assignee of the debt shall notify the borrower in
writing of such transfer, including-

18 (A) The identity, address, telephone number of the new creditor;

19 (B) The date of transfer;

20 (C) How to reach an agent or party having authority to act on behalf of the new creditor;

21 (D) The location of the place where transfer of ownership of the debt is recorded; and

22 (E) Any other relevant information regarding the new creditor.”

23 Failure to comply with the requirements of this new subsection 131(g) of **TILA** may result in
24 civil liability for actual damages, legal fees and statutory damages under **§ 130(a) of TILA**.

25 _____
26 1 “If a reasonable plaintiff would not have known of the existence of a possible claim within the limitations period, then
27 equitable tolling will serve to extend the statute of limitations for filing suit until the plaintiff can gather what information
28 he needs.” *Garcia v. Wachovia Mortg. Corp.*, 676F.Supp.2d....

1 324. Irrespective of who effected the recordation of the "Assignment" recorded on
2 December 31, 2009, the purported transfer of ownership of Plaintiff's NOTE occurred after May
3 2009.

4 325. Plaintiff alleges that § 130(a) of *TILA* applies to ALS's purported and alleged
5 assignee of Plaintiff's loan. Plaintiff is unable to determine which Defendant is the purported
6 beneficiary of Plaintiff's NOTE and DOT.

7
8 326. Plaintiff alleges that § 130(a) of *TILA* applies to ALS as it was purportedly
9 assigned Plaintiff's loan on or about December 31, 2009

10 327. Section 130(a) of *TILA* requires ALS to perform and comply with the requirements
11 of the statute, otherwise face statutory and civil penalties and damages.

12
13 328. ALS purports to be a creditor under the alleged "Assignment" of DOT and is
14 alleged to have violated *15 U.S.C § 1641(g)*.

15 329. ALS alleges that it is the purported owner of Plaintiff's debt. Plaintiff disputes the
16 validity of ALS's claim, for the reasons stated herein.

17
18 330. ALS did not provide Plaintiff with written notice within 30 days after the date on
19 which it was allegedly assigned the mortgage.

20 331. Plaintiff did not receive notice indicating the exact date of the purported
21 "Assignment" of the interest in her NOTE, as required by § 131(g)(1)(B).

22 332. Ms. Smith did not receive notice indicating how to reach an agent or party having
23 authority to act on ALS's behalf, as required by § 131(g)(1)(C).

24
25 333. Plaintiff did not receive notice indicating the location of the place where transfer of
26 ownership of the debt is recorded, as required by § 131(g)(1)(D).

1 334. Ms. Smith did not receive notice indicating any other relevant information
2 regarding the new creditor, purportedly ALS, as required by *§ 131(g)(1)(E)*.

3 335. As a result of ALS's violations, Plaintiff's home was foreclosed and she has had
4 extensive litigations costs to defend against an eviction and fraudulent foreclosure, in amounts to
5 be proven at trial.

6 336. Plaintiff did not discover that her Note and DOT had allegedly been "assigned" to
7 ALS until she went to research documents recorded at the Los Angeles County Recorder's
8 Office on or about June 2011. Plaintiff could not have with reasonable diligence discovered such
9 facts because she did not receive a copy of the "Assignment" as required by law. Plaintiff did
10 not discover that ALS had violated *15 U.S.C § 1641* et seq. until on or about May 2012, when
11 she discovered the meaning of *15 U.S.C § 1641* et seq. Therefore, the statute of limitations on
12 her claims against ALS and other Doe Defendants was equitably tolled and did not begin to run
13 until on or around May 2012.

14 337. Thus, ALS violated *§ 131(g), 15 U.S.C § 1641* and its subject to statutory damages,
15 civil liability, penalties, litigation fees and costs, and actual damages. *See § 131(g), 15 U.S.C §*
16 *1640*. The actual pecuniary damages include, but are not limited to, the over calculation and
17 overpayment of interest on Plaintiff's loan, the costs of repairing Plaintiff's credit, the reduction
18 and/or elimination of Plaintiff's credit limits, costs associated with removing the cloud on her
19 Property title, and litigation fees and costs, in an amount to be proven at trial, but in excess of
20 \$75,000.00.

21 338. As a result of ALS's violations, Plaintiff's home was purportedly sold at an illegal
22 trustee's sale and she has suffered actual damages in that she has been foreclosed upon.
23
24
25
26
27
28

339. Plaintiff is entitled to a private right of action to enforce *§ 131(g), 15 U.S.C § 1641 et seq.*

**ELEVENTH CAUSE OF ACTION
UNJUST ENRICHMENT**

(Against HF, ALS, Aurora Bank, DBTCA, RFC, GMAC and Doe Defendants)

340. The plaintiff realleges all prior paragraphs of the pleading as if set out here in full.

341. ALS attempted but failed to become a party to the Note and Deed of Trust when it was purportedly assigned AMN's interest in Plaintiff's Note and Deed of Trust. HF and ALS demanded monthly mortgage payments from Plaintiff starting in February 1, 2007 and continued to collect payments from Plaintiff for nearly 4 years. Plaintiff reasonably relied upon HF and ALS assertion that they were entitled to the benefit of Plaintiff's mortgage payments.

342. In the Workout Agreements, ALS misrepresented their status as Lender;

343. As a result of the Workout Agreement scheme, Defendant ALS extracted millions of dollars in payments from Plaintiff and others similarly situated, that they would not have been entitled to collect had they not engaged in the scheme as described herein.

344. Because (1) ALS fraudulently misrepresented itself; (2) Plaintiff's consent to the Workout Agreement was fraudulently induced; and/or (3) ALS's consideration for the Workout Agreements failed in whole or in part, the agreements are void. As such, the payments made by Plaintiff to ALS are not and were not the subject of express binding contracts governing the parties' rights. There is no valid agreement governing the transaction between Plaintiff and ALS.

345. In the alternative, because ALS breached its Agreements with Plaintiff, Plaintiff derived no benefit from the Agreements and ALS was not entitled to retain such payments.

346. By their wrongful acts and omissions, the Defendants have been unjustly enriched at the expense of the Plaintiff, and thus the Plaintiff has been unjustly deprived.

1 347. HF and ALS knowingly accepted payments and retained them for their own use
2 knowing that HF and ALS did not acquire an interest in Plaintiff's Note, such that they could
3 accept or keep Plaintiff's payments. It would be inequitable for HF and ALS to retain the
4 payments it received from Plaintiff which they did not have legal authority to collect. The
5 equitable remedy of restitution when unjust enrichment has occurred is an obligation created by
6 the law without regard to the intention of the parties, and is designed to restore the aggrieved
7 party to his or her former position by return of the thing or its equivalent in money.
8

9 348. Section 23 of the Deed of Trust states that:

10 "Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to
11 reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt
12 secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without
13 warranty to the person or persons legally entitled to it."
14 Plaintiff is informed and believes the obligations to AMN under the Deed of Trust were fulfilled
15 when AMN received the balance on the Note as proceeds of the sale of Plaintiff's Note and
16 Mortgage to RFC. HF and ALS have been unjustly enriched by collecting monthly payments
17 from Plaintiff when they have no interest in her Note or Deed of Trust.

18 349. By reason of the foregoing, Plaintiff seeks restitution from the Defendants that
19 were not paid to her Lender or beneficiary, if any. As a result of Defendant's unjust enrichment,
20 Plaintiff has sustained damages in an amount to be determined at trial (which include legal and
21 other fees in excess of the principle and interest due on her loan) and seeks full disgorgement and
22 restitution of Defendant's enrichment, benefits, and ill-gotten gains acquired as a result of the
23 wrongful conduct alleged above.
24

25 //

26 //

27 //

**TWELFTH CAUSE OF ACTION
ACCOUNTING
(Against All Defendants)**

350. The plaintiff realleges all prior paragraphs of the pleading as if set out here in full.

351. RFC, AMN, HF, ALS, RALI Trust, Aurora Bank, and DB have held themselves out to be Plaintiff's Creditor and/or Mortgage Servicer. As a result of this purported relationship with Plaintiff, said Defendants have a fiduciary duty to Plaintiff to properly account for payments made by Plaintiff. Plaintiff seeks to ascertain exactly who funded her Loan, or bought it, and who stands to lose money because of the alleged default by Plaintiff.

352. The true Creditor/The Real Party of Interest has to pay taxes on their earnings from Plaintiff's mortgage payments. In other words, whoever owns Plaintiff's NOTE must pay tax on the mortgage payments earned from that Note.

353. If the RALI Trust owns Plaintiff's Note, then the Trust has a tax liability. To avoid the problem of double taxation, the securitizing banks put these loans into SPVs (Special Purpose Vehicles) so they don't get taxed on them. This is covered under Internal Revenue Code ("IRS") 365. This way, only the RALI Trust Certificate-Holders are taxed. This means, only the Certificate-Holders are the Real Parties of Interest.

354. Plaintiff paid HF and ALS her mortgage payments for a period of approximately four years. However, for the reasons stated herein, none of this money was actually owed to HF and/or ALS. For that reason, these monies are due to be returned to Plaintiff in full.

355. Paragraph 10 of the Workout Agreement under "Application of Payments" states that ALS, in ALS's sole discretion, can elect to hold Plaintiff's Workout payments in "suspense".

1 356. Plaintiff alleges that ALS, by accepting Plaintiff's payments and keeping these
2 payments in "suspense", violated Uniform Covenant 2 of Plaintiff's Deed of Trust and TILA,
3 both of which require Lenders to apply payment on the day it is received.

4 357. Uniform Covenant 2 of Plaintiff's Deed of Trust states that payments accepted
5 and applied by Lender shall be applied in the following order of priority: (a) interest due under
6 the Note; (b) principal due under the Note; (c) amounts due under Section 3 [escrow items].
7

8 358. On information and belief, Plaintiff believes that ALS pocketed the Workout
9 Agreement payments and never applied the payments according to the priority set forth in
10 Plaintiff's Deed of Trust and applicable laws.

11 359. Plaintiff has a right to the proof that her payments flow to whoever has the ultimate
12 legal right and duty to extinguish a debt on satisfaction and not to impostors.
13

14 360. The amount of the money due from Defendants to Plaintiff is unknown and
15 cannot be ascertained without an accounting of the receipts and disbursements of the
16 aforementioned transactions. Plaintiff is informed and believes and thereon alleges that the
17 amount due to them exceeds \$75,000.00.
18

19 **THIRTEENTH CAUSE OF ACTION**
20 **CONSTRUCTIVE TRUST**
21 **(Against ALS, DBTCA, RFC, GMAC and Doe Defendants)**

22 361. The plaintiff realleges all prior paragraphs of the pleading as if set out here in full.

23 362. A person who wrongfully forces a foreclosure sale and then purchases the
24 property should not be permitted to profit from the wrongful act.

25 363. As a proximate cause of the Defendants' fraudulent misrepresentations and
26 otherwise wrongful conduct as alleged herein, Plaintiff's home has been foreclosed upon.
27 Plaintiff also stands to lose all of the monies paid to parties that were not entitled to them.
28

1 364. By reason of the fraudulent and otherwise wrongful manner in which the
2 Defendants obtained their alleged right, title and interest in and to Plaintiff's Property,
3 Defendants, and each of them, have no legal, equitable, or pecuniary right, claim or interest
4 therein, but instead, Defendants and each of them are involuntary trustees, ex maleficio, holding
5 said sums, Property and profits in constructive trust for Plaintiff, with the duty to convey the
6 same to Plaintiff forthwith. *See California Civil Code* § 2224.

8 365. Plaintiff is unable to ascertain the exact amount of said sums, property and profits,
9 held by the Defendants as constructive trustees, ex maleficio, without a full and complete
10 accounting from Defendants and each of them, and an equitable tracing with regard to
11 Defendants and each of them.

12 **WHEREFORE**, Plaintiff prays judgment against Defendants and each of them, as
13 follows: For a declaration that Defendants hold the sums, Property and profits as constructive
14 trustees, ex maleficio, for the benefit of the Plaintiff; For costs of suit incurred herein; and For
15 such other and further relief as the court may deem proper.

17 **FOURTEENTH CAUSE OF ACTION**
18 **VIOLATION OF THE FAIR CREDIT REPORTING ACT**
19 **(Against ALS, DBTCA, and Doe Defendants)**

20 366. The plaintiff realleges all prior paragraphs of the pleading as if set out here in full.

21 367. Defendant ALS has reported, and continues to report un-verified information to
22 the three major reporting agencies, Equifax, Experian and Trans Union;

23 368. Plaintiff over the past three years has requested, more than once for ALS to
24 validate the debt it alleges to service;

25 369. Defendant ALS is either unable or unwilling to do so; as much,
26
27
28

1 370. Plaintiff informed ALS and Cal-Western on numerous occasions that she disputed
2 the completeness or accuracy of the reported debt information;

3 371. However, the Defendants failed to report the dispute to the Consumer Reporting
4 Agencies as required by the FCRA.

5 372. Plaintiff maintains Defendant ALS has and is knowingly reporting un-verified
6 financial information to the three separate reporting agencies monthly;

7 373. Each monthly report is a separate and distinct violation times three (3).

8
9 **WHEREFORE, PREMISES CONSIDERED;** Plaintiff directs this Court for entry of
10 judgment against ALS for Violation of The Fair Credit Reporting Act, a strict liability statute;
11 award Plaintiff One-Thousand (\$1,000.00) for each un-verified monthly report, filed with each
12 one of the three reporting agencies, costs and fees in an amount to be determined according to
13 proof at trial.
14

15 **FIFTEENTH CAUSE OF ACTION**
16 **FRAUDULENT OMISSIONS**
17 **(Against RFC, GMAC, Walmar, AMN and Doe Defendants)**
18 **(collectively "Defendants")**

19 374. The plaintiff realleges all prior paragraphs of the pleading as if set out here in full.

20 375. Under California law, the Loan Documents' partial representations that omitted
21 material facts, created a duty to disclose all material facts concerning Plaintiff's Option ARM
22 loan.

23 376. Thus, the partial representations in the Loan Documents created a duty to disclose
24 to Plaintiff that: (i) the low interest rate in the Note was only available for thirty days if at all; (ii)
25 the monthly payment amounts for the first three to five years provided to Plaintiff on the TILDS
26 were insufficient to pay both principal and interest; (iii) negative amortization was absolutely
27 certain to occur if Plaintiff made payments according to the payment schedule provided in the
28

1 Loan Documents; and that (iv) loss of equity and/or loss of Plaintiff's residence was certain to
2 occur if Plaintiff made payments according to the payment schedule.

3 377. The Promissory NOTE at issue states: "I will make a payment every month" [and]
4 "I will make these payments every month until I have paid all the *Principal and Interest* and any
5 other charges described below that I may owe **under this Note.**" (emphasis added). The Note
6 then states, while referencing the Payment Cap provision, that "[t]his Payment Cap applies only
7 to the *Principal and Interest* payment ..." (emphasis added). And, under the heading
8 "BORROWERS FAILURE TO PAY AS REQUIRED," the Note state "[t]he amount of the
9 charge will be 5.000% of my overdue payment of *Principal and Interest.*" (emphasis added).
10 [see *Exhibit A*]
11

12 378. These partial representations failed to disclose that the payment amounts prescribed
13 in the Loan Documents were certain to result in negative amortization. Had the Loan Documents
14 disclosed this information, Plaintiff would not have purchased the Loan.
15

16 379. The Note further states: "For each month that my monthly payment is less than the
17 interest portion, the Note Holder will subtract the amount of my monthly payment from the
18 amount of the interest portion and will add the difference to my unpaid principal, and interest
19 will accrue on the amount of this difference at the interest required by Section 2." However, the
20 Loan Documents failed to disclose the material fact that the payment schedules in the TILDS
21 could not possibly cover the amount of interest due under any conceivable index rate plus the
22 margin after the first thirty days. [see *Exhibit D* a true and correct copy] To be accurate and
23 complete, the Notes should have disclosed that if the borrower followed the payment schedules,
24 the monthly payments would not cover the amount of interest due and negative amortization
25
26
27
28

1 would occur. Had the Loan Documents disclosed this information, Plaintiff would not have
2 purchased the loans.

3 380. The Note further states, "my Minimum Payment could be less than or greater than
4 the amount of the amount of the interest portion of the monthly payment..." (emphasis added).
5 And, under "Payment Options" the Notes state: "Lender may provide me with up to three (3)
6 additional payment options that are greater than the Minimum Payment..." However, the so
7 called "Payment Options" that the lender "may provide" were not disclosed to Plaintiff before
8 they entered into the subject Option ARM loan. It was only after Plaintiff entered into the loan
9 that she was provided crucial material information about the true cost of her loan, and by then, it
10 was too late as the borrower was already locked into the loan, which contained heavy
11 prepayment penalties. Had the Loan Documents disclosed this information, Plaintiff would not
12 have purchased the loans.

13 381. The Promissory Note further states, under "Amount of My Initial Monthly
14 Payments" "Each of my initial monthly payments until the first Payment Change Date will be
15" and then, under "Payment Change Dates" it states "My monthly payment may
16 change..."(emphasis added).

17 382. However, under the terms of the subject Option ARM loan, Plaintiff's loan
18 "payment" was absolutely guaranteed to go up the very next month. In particular, the Loan
19 Documents failed to disclose and omitted the material fact that while the initial monthly payment
20 amount would remain constant, the actual amount owed each month for the loan was absolutely
21 guaranteed to go up. Had the Loan Documents disclosed this information, Plaintiff would not
22 have purchased the loans.

1 383. Defendants pre-approved Plaintiff's Note, which set forth a teaser rate that was
2 only in effect for 30 days and the TILDS which set forth payments based upon those teaser rates
3 for the first three to five years of the loan. Defendants knew, but the Loan Documents did not
4 disclose, that these listed low payments in the TILDS were predicated on an interest rate which
5 would not exist after the first thirty days. Defendants knew, but the Loan Documents did not
6 disclose, that negative amortization was guaranteed if borrowers made these listed low
7 payments. Defendants further knew, but the Loan Documents did not disclose, that the listed
8 payments set forth in the TILDS were calculated such that, if the payments were made, borrower
9 would actually be paying off 115% of the original principal balance. Defendants were aware of
10 The Material Omissions, as it approved the specific language that was used to create those
11 omissions.
12

13
14 384. Plaintiff is not presently aware of the identities of all the specific executives and
15 employees responsible for the fraudulent scheme at issue; however, Defendants know such facts,
16 which can be determined in discovery.
17

18 385. As a direct and proximate result of the Loan Documents' failures to disclose and
19 omission of material facts, as alleged herein, Plaintiff has suffered damages, including but not
20 limited to, the loss of equity in her home and the eminent loss of her Property.
21

22 386. *Cal. Code Civ. Proc. § 338* codifies the delayed discovery rule in connection with
23 fraud actions, such that a cause of action for fraud "is not deemed to have accrued until the
24 discovery, by the aggrieved party, of the facts constituting the fraud . . ."

25 **SIXTEENTH CAUSE OF ACTION**
26 **QUIET TITLE**

27 **(Against ALS, Deutsche Bank, RFC, GMAC and Doe Defendants)**

28 387. The plaintiff realleges all prior paragraphs of the pleading as if set out here in full.

1 388. Plaintiff is ready, willing and able to tender her debt obligation. However, only the
2 true Creditor can demand tender. Plaintiff is not required to tender the full amount of the
3 indebtedness to an entity that is not the beneficiary to her Deed of Trust.

4 389. Plaintiff alleges ALS nor any other Defendant currently have a valid interest in
5 her Property.

6 390. Plaintiff asserts a superior title to the Property over the trustee's deed through
7 which ALS asserts its invalid interest in the property. Plaintiff also asserts that ALS cannot
8 show that it complied with the minimal requirements for properly conducting a non-judicial
9 foreclosure sale.
10

11 391. The Plaintiff is the equitable owner of the Subject Property which has the
12 following legal description:
13

14 Lot 23 of Tract 11193 in the City of Los Angeles, County of Los Angeles, as per map
15 recorded in book 202, pages 18 and 19 of maps, records in the office of the County
16 Recorder of said Los Angeles 208. Plaintiff is entitled to possession, control, and
17 ownership of the real property located at this address, together with any improvements
18 made thereon.

19 392. Defendants, ALS, MERS, and Cal-Western have at relevant times claimed interests
20 adverse to Plaintiff's interest in the Subject Property, in the form of the Deed of Trust recorded
21 pursuant to the Subject Loan.

22 393. Plaintiff alleges that due to the fraud of Defendants the title to her Property has
23 been rendered unmarketable in that Defendants and their assigns, have caused to be recorded as
24 against Plaintiff's Property documents which have clouded Plaintiff's title thereto.

25 394. Defendant obtained the initial Deed of Trust by unlawfully entering into a
26 Promissory Note with Plaintiff. Defendants fraudulently induced Plaintiff to enter into a Loan
27 with lenders. Defendants obtained their interest in Plaintiff's Property illegally and fraudulently
28

1 and therefore had no right to convey such interest to any other trustees, nominees, or
2 beneficiaries.

3 395. Defendants obtained unlawful interests in the property located at 4011 Hubert
4 Avenue, Los Angeles, California as trustees, nominees or beneficiaries of Lender. As MERS
5 independently had no right to convey such interest to any other trustees, nominees, or
6 beneficiaries, Defendants could not have lawfully obtained beneficial interests in Plaintiff's
7 Property. For the reasons set forth herein, Defendants hold no beneficial interest in Plaintiff's
8 Property.
9

10 396. Plaintiff is therefore seeking to quiet title against the claims of said Defendants
11 under the said Deed of Trust, effective as of the date on which Plaintiff's Loan was commenced.
12

13 397. Defendants securitized Plaintiff's single-family residential mortgage loan through
14 RFC. Plaintiff is informed and believes that the lawful beneficiary has been paid in full. The
15 Deed of Trust states in Section 23:

16 Reconveyance. Upon payment of all sums secured by this Security Instrument, lender
17 shall request Trustee to reconvey the Property and shall surrender this Security
18 Instrument and all notes evidencing debt secured by this Security Instrument to Trustee.
19 Trustee shall reconvey the Property without warranty to the person or persons legally
20 entitled to it...

21 398. The Deed of Trust does not state that Plaintiff must pay all sums, only that all
22 secured sums must be paid. Plaintiff alleges that the obligations owed to AMN under the Deed of
23 Trust were fulfilled and the loan was fully paid when AMN received funds in excess of the
24 balance on the Note as proceeds of sale through securitization(s) of the loan and insurance
25 proceeds from Credit Default Swaps.
26

27 399. Defendants' claims are adverse to Plaintiff because Plaintiff is informed and
28 believes that none of the Defendants are a holder of Plaintiff's Note, none of them can prove any

1 interest in the Note, and none of them can prove that the Note is secured by the Deed of Trust, as
2 well as for the reasons set forth in the preceding causes of action. As such, Defendants have no
3 right, title, lien, or interest in the "Property".

4 400. The Plaintiff seeks to quiet title against the claims of the Defendants; ALL
5 PERSONS UNKNOWN, CLAIMING ANY LEGAL OR EQUITABLE RIGHT, TITLE,
6 ESTATE, LIEN, OR INTEREST IN THE PROPERTY DESCRIBED IN THE COMPLAINT
7 ADVERSE TO PLAINTIFF'S TITLE, OR ANY CLOUD ON Plaintiff's TITLE THERETO; In
8 fact, the Defendants had no right to title or interest in Plaintiff's Property and no right to
9 entertain any rights of ownership including the right to foreclosure, offering Plaintiff's Property
10 for sale at a Trustee's sale, demanding possession or filing cases for unlawful detainer.
11

12 401. The Plaintiff seeks to quiet title on her Property. Plaintiff seeks a judicial
13 declaration that the title to Plaintiff's Property is vested in the Plaintiff alone and that the
14 Defendants and each of them be declared to have no interest estate, right, title or interest in the
15 Property and that the Defendants, their agents and assigns, be forever enjoined from asserting
16 any estate, right title or interest in Plaintiff's Property subject to the Plaintiff's rights.
17

18 402. When a man has the possession as well as the right of property, he is said to have
19 *jus duplicatum* - a double right, forming a complete title. Possessor has right against all men but
20 him who has the very right.
21

22 **SEVENTEENTH CAUSE OF ACTION**
23 **VIOLATION OF TILA**
24 **15 U.S.C. SECTION 1601**

25 **(Against RFC, GMAC, Walmar, AMN DBTCA, ALS and Doe Defendants)**

26 403. The plaintiff realleges all prior paragraphs of the pleading as if set out here in full.
27
28

1 404. During October 2006, Plaintiff was persuaded to refinance her existing home loan
2 through Defendant AMN. Specifically, she was sold an Option Adjustable Rate Mortgage
3 (“Option ARM”) allegedly issued by AMN.

4 405. The loan documents and mandatory disclosure documents provided to Plaintiff did
5 not comply with the requirements of the Truth in Lending Act (“*TILA*”). Among other things,
6 Defendants
7

- 8 (1) failed to disclose the interest rate actually applicable to Plaintiff’s loan in a clear
9 and easily understandable manner (12C.F.R. §226.17); [see *Exhibit A*]
10
11 (2) failed to disclose that payment cap associated with the Option ARM loan sold to
12 Plaintiff would **certainly** cause negative amortization to occur
13 (12C.F.R. §226.19); and
14
15 (3) Failed to disclose that the initial 1.5% interest rate was actually a discounted rate
16 not based upon the formula or index used to determine the interest rate actually
17 applicable to Plaintiff’s loan and, therefore, was **certain** to increase immediately
18 after the loan began (12C.F.R. §226.19). Indeed, rather than comply with these
19 mandatory disclosure requirements, the loan and disclosure documents that
20 Defendants provided to Plaintiff falsely stated that the initial 1.5% interest rate
21 **could** increase, when, in fact it was certain to increase just **one month into the**
22 **loan**. Likewise, Defendants told Plaintiff that negative amortization might occur,
23 when, in fact, the loan was structured in a way that **absolutely guaranteed**
24 negative amortization. Likewise, Defendants structured the loan in a way that
25 concealed both of these facts and provided Plaintiff with a payment schedule that
26
27
28

1 was consistent with the 1.5% interest rate applying throughout the first year of the
2 loan.

- 3 (4) failing to make *TILA* disclosures in writing before consummation of a consumer
4 credit transaction, in violation of § 121(a) and § 128(b) (1) of *TILA*, 15 U.S.C.
5 §1601-1631 (a) and § 1638 (b) (1), and § 226.17(a) and (b) and §226.18 of
6 *Regulation Z*, 12 C.F.R. § 226.17(a) and (b), § 226.18, and § 226.23 (a) (3),
7 *California Business and Professions Code* §§ 10240, 10248.3, 10241;
8
9 (5) failing to make and deliver good faith estimates of the disclosures required by 15
10 U.S.C. § 1601, 12 C.F.R. § 226.19 (a), § 226.18;
11
12 (6) failing to disclose, or accurately disclose the following information:
13
14 a. the identity of the creditor making the disclosures, in violation of §128(a)
15 (1) of *TILA*, 15 U.S.C. § 1638(a) (1), and §226.18(a) of *Regulation Z*, 12 C.F.R.
16 § 226.18;
17
18 b. the amount financed, in violation of § 128(a) (2) of *TILA*, 15 U.S.C. §
19 1638(a) (2), and § 226.18(b) of *Regulation Z*, 12 C.F.R. § 226.18(b) (c);
20
21 c. the finance charge, in violation of §106 and §128(a) (3) of *TILA*, 15 U.S.C.
22 §1605 and 1638(a) (3), and § 226.4 and 226.18(d) of *Regulation Z*, 12 C.F.R. §
23 226.4 and § 226.18(d);[see *Exhibit D* a true and correct copy]
24
25 d. the annual percentage rate, in violation of §107 and §128 (a) (4) of *TILA*,
26 15 U.S.C. §1605-6 and 1638 (a) (3) (4), and Sections 226.18(e) and 226.22 of
27 *Regulation Z*, 12 C.F.R. § 226.18(e) and § 226.22;
28
e. the payment schedule, in violation of §128(a) (6) of *TILA*, 15 U.S.C. §
1638(a) (6), and § 226.18(g) of *Regulation Z*, 12 C.F.R. §226.18(g);

1 f. the total of payments, in violation of **§128(a) (5) of TILA, 15 U.S.C. §**
2 **1638(a) (5), and §226.18(h) of Regulation Z, 12 C.F.R. §226.18(h) 1;**

3 g. whether or not a penalty may be imposed if the obligation is prepaid in full,
4 in violation of **§128(a) (11) of TILA, 15 U.S.C. §1638(a) (11), and § 226.18(k)**
5 **(1) of Regulation Z, 12 C.F.R. § 226.18(k) (1);**

6 h. any dollar or percentage charge that may be imposed before maturity due to
7 a late payment, other than a deferral or extension charge, in violation of **§128(a)**
8 **(10) of TILA, 15 U.S.C. §1638(a) (10), and §226.18 (1) of Regulation Z, 12**
9 **C.F.R. § 226.18(1);**

10 i. the fact that the creditor has or will acquire a security interest in the
11 consumer's principal dwelling, in violation of **§ 128(a) (9) of TILA, 15 U.S.C. §**
12 **1638(a) (9), and § 226.18(m) of Regulation Z, 12 C.F.R. § 226.18(m);**

13 j. the failure of Creditors to provide initial disclosures to Plaintiff;

14 k. incomplete copies of the Right to Cancel form, in violation of **TILA and**
15 **Regulation Z, 12 C.F.R. § 226.23 (b)(1)**

16 l. making consumer credit disclosures that do not reflect the terms of the legal
17 obligation between the true parties, in violation of **§ 226.17(c)(1) of Regulation**
18 **Z, 12 C.F.R. §226.17(c)(1); and**

19 Thus, Defendants' representations and disclosures to Plaintiff was not only incomplete, false and
20 misleading, they violated the detailed disclosure requirements of the Truth in Lending Act.

21 406. Although Defendants were required by law to disclose key aspects of the loan's
22 term to Plaintiff in a clear, conspicuous and easily understandable manner, the information
23 supplied to Plaintiff was anything but. As a result of Defendants' failures to comply with the
24
25
26
27
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1 law, Plaintiff is entitled, among other things, to rescind her loan. **12C.F.R. §226.23(a)(3).**

2 However, ALS rushed to conduct an unlawful foreclosure sale and allegedly sold Plaintiff's
3 Property to itself.

4 407. The statute of limitations for a **TILA** damages claim is one year from the
5 occurrence of a violation. **15 U.S.C. § 1640(e).** Defendants overstated Plaintiff's income and
6 committed forgery in order to qualify Plaintiff for the Option ARM mortgage in the amount of
7 \$556,000.00. Defendants concealed these overstatements from Plaintiff. This concealment
8 prevented Plaintiff from readily discovering the undisclosed acts until in or around July 2011.
9 Plaintiff also exercised reasonable diligence by reading the Deed of Trust and Promissory Note
10 before she signed them. However, Defendants' failures to comply with the law to disclose the
11 Loan's terms in a clear, conspicuous and easily understandable manner prevented Plaintiff from
12 discovering Defendants' violations until in or around October 2010 via a complimentary
13 forensic audit through CMAC Audit.[see **Exhibit X**] Thus, the doctrine of equitable tolling is
14 appropriate to toll the limitations period until Plaintiff had a reasonable opportunity to discover
15 the facts giving rise to a **TILA** claim.
16
17
18

19 VI. PRAYER FOR RELIEF

20 **WHEREFORE**, Plaintiff prays for judgment against the Defendants as follows:

- 21 1. Assume jurisdiction in this proceeding;
- 22 2. For a preliminary and permanent injunction on behalf of Plaintiff preventing Defendants,
23 from collecting on the Subject Loan and from causing the subject Property to be sold, assigned
24 or transferred to a third party, and post foreclosure proceedings;
- 25 3. For an order compelling Defendants to remove any instrument which does or could be
26 construed as constituting a cloud upon Plaintiff's title to the Property;
27
28

VERIFICATION

I, Tia Smith, am the Plaintiff in the above-entitled action. I have read the foregoing Complaint and know the contents thereof. The same is true of my own knowledge, except as to those matters which are therein alleged on information and belief, and as to those matters, I believe it to be true. I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed this 12th day of June, 2013, in Los Angeles, California.

DATED: June 12, 2013


TIA SMITH

EXHIBIT A

LOAN NO. [REDACTED] 9130
MIN: [REDACTED] 9130-2
ADJUSTABLE RATE NOTE

(MTA-Twelve Month Average Index - Payment Caps)

THIS NOTE CONTAINS PROVISIONS THAT WILL CHANGE THE INTEREST RATE AND THE MONTHLY PAYMENT. THERE MAY BE A LIMIT ON THE AMOUNT THAT THE MONTHLY PAYMENT CAN INCREASE OR DECREASE. THE PRINCIPAL AMOUNT TO REPAY COULD BE GREATER THAN THE AMOUNT ORIGINALLY BORROWED, BUT NOT MORE THAN THE MAXIMUM LIMIT STATED IN THIS NOTE.

NOVEMBER 13, 2006
[Date]

LOS ANGELES
[City]

CALIFORNIA
[State]

4011 HUBERT AVENUE
LOS ANGELES, CALIFORNIA 90008-2621
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 556,000.00 (this amount is called "Principal"), plus interest, to the order of Lender. The Principal amount may increase as provided under the terms of this Note but will never exceed (ONE HUNDRED FIFTEEN PERCENT) of the Principal amount I originally borrowed. This is called the "Maximum Limit." Lender is AMERICAN MORTGAGE NETWORK, INC., A DELAWARE CORPORATION. I will make all payments under this Note in the form of cash, check or money order.

I understand that Lender may transfer this Note. Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

(A) Interest Rate

Interest will be charged on unpaid Principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 1.500 %. The interest rate I will pay may change.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 7(B) of this Note.

(B) Interest Rate Change Dates

The interest rate I will pay may change on the 1ST day of JANUARY, 2007, and on that day every month thereafter. Each date on which my interest rate could change is called an "Interest Rate Change Date." The new rate of interest will become effective on each Interest Rate Change Date. The interest rate may change monthly, but the monthly payment is recalculated in accordance with Section 3.

(C) Index

Beginning with the first Interest Rate Change Date, my adjustable interest rate will be based on an Index. The "Index" is the "Twelve-Month Average" of the annual yields on actively traded United States Treasury Securities adjusted to a constant maturity of one year as published by the Federal Reserve Board in the Federal Reserve Statistical Release entitled "Selected Interest Rates (H.15)" (the "Monthly Yields"). The Twelve Month Average is determined by adding together the Monthly Yields for the most recently available twelve months and dividing by 12. The most recent Index figure available as of the date 15 days before each Interest Rate Change Date is called the "Current Index".

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(D) Calculation of Interest Rate Changes

Before each Interest Rate Change Date, the Note Holder will calculate my new interest rate by adding THREE AND 400/1000 percentage point(s) 3.400 % ("Margin") to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). This rounded amount will be my new interest rate until the next Interest Rate Change Date. My interest will never be greater than 9.950 %. Beginning with the first Interest Rate Change Date, my interest rate will never be lower than the Margin.

3. PAYMENTS

(A) Time and Place of Payments

I will make a payment every month.

I will make my monthly payments on the 1ST day of each month beginning on JANUARY 01, 2007. I will make these payments every month until I have paid all the Principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on DECEMBER 01, 2036, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at P. O. BOX 85302

ATTN: CASHIER'S DEPT., SAN DIEGO, CA 92186

or at a different place if required by the Note Holder.

9130

Each of my initial monthly payments until the first Payment Change Date will be in the amount of U.S. 1,916.97 unless adjusted under Section 3 (F).

\$ 1,916.87 unless adjusted under Section 3 (F).

My monthly payment may change as required by Section 3(D) below beginning on the 1ST day of JANUARY, 2008, and on that day every 12th month thereafter.

I will pay the amount of my new Minimum Payment each month beginning on each Payment Change Date or as provided in Section 3(F) or 3(G) below.

At least 30 days before each Payment Change Date, the Note Holder will calculate the amount of the monthly payment that would be sufficient to repay the unpaid Principal that I am expected to owe at the Payment Change Date in full on the maturity date in substantially equal payments at the interest rate effective during the month preceding the Payment Change Date. The result of this calculation is called the "Full Payment." Unless Section 3(F) or 3(G) apply, the amount of my new monthly payment effective on a Payment Change Date, will not increase by more than 7.5% of my prior monthly payment. This 7.5% limitation is called the "Payment Cap." This Payment Cap applies only to the Principal and Interest payment and does not apply to any escrow payments Lender may require under the Security Instrument. The Note Holder will apply the Payment Cap by taking the amount of my Minimum Payment due the month preceding the Payment Change Date and multiplying it by the number 1.075. The result of this calculation is called the "Limited Payment." Unless Section 3(F) or 3(G) below requires me to pay a different amount, my new Minimum Payment will be the lesser of the Limited Payment and the Full Payment. I also have the option to pay the Full Payment for my monthly payment.

Since my monthly payment amount changes less frequently than the interest rate, and since the monthly payment is subject to the payment limitations described in Section 3 (D), my Minimum Payment could be less than or greater than the amount of the interest portion of the monthly payment that would be sufficient to repay the unpaid Principal I owe at the monthly payment date in full on the Maturity Date in substantially equal payments. For each month that my monthly payment is less than the interest portion, the Note Holder will subtract the amount of my monthly payment from the amount of the interest portion and will add the difference to my unpaid Principal, and interest will accrue on the amount of this difference at the interest rate required by Section 2. For each month that the monthly payment is greater than the interest portion, the Note Holder will apply the payment as provided in Section 3 (A).

My unpaid Principal can never exceed the Maximum Limit equal to 115 percent of the Principal amount I originally borrowed. My unpaid Principal could exceed that Maximum Limit due to Minimum Payments and interest rate increases. In that event, on the date that my paying my monthly payment would cause me to exceed that limit, I will instead pay a new monthly payment. This means that my monthly payment may change more frequently than annually and such payment changes will not be limited by the 7.5% Payment Cap. The new Minimum Payment will be in an amount that would be sufficient to repay my then unpaid Principal in full on the Maturity Date in substantially equal payments at the current interest rate.

On the TENTH Payment Change Date and on each succeeding fifth Payment Change Date thereafter, I will begin paying the Full Payment as my Minimum Payment until my monthly payment changes again. I also will begin paying the Full Payment as my Minimum Payment on the final Payment Change Date.

After the first Interest Rate Change Date, Lender may provide me with up to three (3) additional payment options that are greater than the Minimum Payment, which are called "Payment Options." I may be given the following Payment Options:

(iii) **15 Year Amortized Payment:** the amount necessary to pay the loan off (Principal and Interest) within a fifteen (15) year term from the first payment due date in substantially equal payments. This monthly payment amount is calculated on the assumption that the current rate will remain in effect for the remaining term.

These Payment Options are only applicable if they are greater than the Minimum Payment.

LOAN NO. [REDACTED] 130

4. NOTICE OF CHANGES

The Note Holder will deliver or mail to me a notice of any changes in the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

5. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under this Note.

I may make a full Prepayment or partial Prepayments without paying any Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. If I make a partial Prepayment, there will be no changes in the due dates of my monthly payments. My partial Prepayment may reduce the amount of my monthly payments after the first Payment Change Date following my partial Prepayment. However, any reduction due to my partial Prepayment may be offset by an interest rate increase.

6. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me that exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of fifteen (15) calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.00 % of my overdue payment of Principal and Interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal that has not been paid and all the interest that I owe on that amount. The date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. These expenses include, for example, reasonable attorneys' fees.

8. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Unless the Note Holder requires a different method, any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all the amounts owed under this Note.

LOAN NO. 9130

10. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

11. SECURED NOTE

In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses that might result if I do not keep the promises that I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of these conditions are described as follows:


Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

RIDER TO THE NOTE AND SECURITY INSTRUMENT ATTACHED AND MADE A PART HEREOF.


TIA DANIELLE SMITH

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

Pay to the Order of:

Without recourse,
American Mortgage Network, Inc.,
a Delaware Corporation

By: Tiffany Rica

Name: Tiffany Rica

Title: Funder

RIDER TO NOTE AND SECURITY INSTRUMENT

LOAN NO. [REDACTED] 9130

THIS RIDER is made this 13TH day of NOVEMBER, 2006, and is incorporated into and shall be deemed to amend and supplement both the Note and Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note (the "Note") to AMERICAN MORTGAGE NETWORK, INC., A DELAWARE CORPORATION (the "Lender") of the same date and covering the property described in the Security Instrument and located at:
4011 HUBERT AVENUE, LOS ANGELES, CALIFORNIA 90008-2621

[Property Address]

PREPAYMENT PENALTY - FIRST 12 MONTHS OF NOTE

You have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment". When you make a Prepayment, you must tell the Note Holder in writing that you are doing so.

Subject to the Prepayment Penalty specified below, you may make a full Prepayment or partial Prepayment of your obligation. The Note Holder will use all of your Prepayments to reduce the amount of principal that you owe under this Note. If you make a partial Prepayment, there will be no changes in the due date(s) or in the amount of your monthly payment unless the Note Holder agrees in writing to those changes.

If within the 12 month period beginning with the date of the Note, (the "Penalty Period"), you make a full or partial Prepayment, you will pay a prepayment charge as consideration for the Note Holder's acceptance of such payment. No prepayment charge will be assessed for any prepayment made after the Penalty Period.

You may prepay an amount not exceeding twenty percent (20%) of the original principal amount in any twelve month period commencing from the date of the Note or anniversary dates thereof without penalty. However, during the Penalty Period, if the aggregate amount of the principal prepaid in any twelve month period exceeds twenty percent (20%) of the original principal amount of this loan, then as consideration of the acceptance of such Prepayment and in addition to any other sum payable hereunder, you agree to pay the Note Holder hereof a sum equal to six (6) months interest on the amount prepaid in excess of twenty percent (20%) of the original principal amount at the rate specified in the Note.


Such additional sums shall be paid whether prepayment is voluntary or involuntary including any prepayment affected by the exercise of any acceleration provisions contained in the Note to which this Rider is attached, or in the Security Instrument securing the Note to which this Rider is attached.

All other terms and conditions of the Note remain in full force and effect.

By signing below, Borrower accepts and agrees to the terms and provisions contained in this Rider to Note and Security Instrument.

NOTICE TO BORROWER

Do not sign this loan agreement before you read it. This loan agreement provides for the payment of a penalty if you wish to repay the loan prior to the date provided for repayments in the loan agreement.

 12/2/09
TIA DANIELLE SMITH Date

Date

Date

Date

Doc ID#: [REDACTED] 9130

ADJUSTABLE RATE RIDER
(MTA-Twelve Month Average Index - Payment Caps)

THIS ADJUSTABLE RATE RIDER is made this 13TH day of NOVEMBER, 2006, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to AMERICAN MORTGAGE NETWORK, INC., A DELAWARE CORPORATION ("Lender") of the same date and covering the property described in the Security Instrument and located at:

4011 HUBERT AVENUE, LOS ANGELES, CALIFORNIA 90008-2621
[Property Address]

THE NOTE CONTAINS PROVISIONS THAT WILL CHANGE THE INTEREST RATE AND THE MONTHLY PAYMENT. THERE MAY BE A LIMIT ON THE AMOUNT THAT THE MONTHLY PAYMENT CAN INCREASE OR DECREASE. THE PRINCIPAL AMOUNT TO REPAY COULD BE GREATER THAN THE AMOUNT ORIGINALLY BORROWED, BUT NOT MORE THAN THE MAXIMUM LIMIT STATED IN THE NOTE.

ADDITIONAL COVENANTS: In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agrees as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for changes in the interest rate and the monthly payments, as follows:

2. INTEREST

(A) Interest Rate

Interest will be charged on unpaid Principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 1.500 %. The interest rate I will pay may change.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 7(B) of the Note.

(B) Interest Rate Change Dates

The interest rate I will pay may change on the 1ST day of JANUARY, 2007, and on that day every month thereafter. Each date on which my interest rate could change is called an "Interest Rate Change Date." The new rate of interest will become effective on each Interest Rate Change Date. The interest rate may change monthly, but the monthly payment is recalculated in accordance with Section 3.

PayOption MTA ARM Rider
FE-5315 (0511)

Page 1 of 5

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true & correct copy
of the original

X *[Signature]*

LOAN NO. [REDACTED] 9130

(C) Index

Beginning with the first Interest Rate Change Date, my adjustable interest rate will be based on an Index. The "Index" is the "Twelve-Month Average" of the annual yields on actively traded United States Treasury Securities adjusted to a constant maturity of one year as published by the Federal Reserve Board in the Federal Reserve Statistical Release entitled "Selected Interest Rates (H.15)" (the "Monthly Yields"). The Twelve Month Average is determined by adding together the Monthly Yields for the most recently available twelve months and dividing by 12. The most recent Index figure available as of the date 15 days before each Interest Rate Change Date is called the "Current Index".

If the Index is no longer available, the Note Holder will choose a new Index that is based upon comparable information. The Note Holder will give me notice of this choice.

(D) Calculation of Interest Rate Changes

Before each Interest Rate Change Date, the Note Holder will calculate my new interest rate by adding THREE AND 400/1000 percentage point(s) 3.400 % ("Margin") to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). This rounded amount will be my new interest rate until the next Interest Rate Change Date. My interest will never be greater than 9.950 %. Beginning with the first Interest Rate Change Date, my interest rate will never be lower than the Margin.

3. PAYMENTS

(A) Time and Place of Payments

I will make a payment every month.

I will make my monthly payments on the 1ST day of each month beginning on JANUARY 01, 2007. I will make these payments every month until I have paid all the Principal and Interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on DECEMBER 01, 2036, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at P. O. BOX 85302

ATTN: CASHIER'S DEPT., SAN DIEGO, CA 92186

or at a different place if required by the Note Holder.

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments until the first Payment Change Date will be in the amount of U.S. \$ 1,918.87 unless adjusted under Section 3 (F).

(C) Payment Change Dates

My monthly payment may change as required by Section 3(D) below beginning on the 1ST day of JANUARY, 2008, and on that day every 12th month thereafter. Each of these dates is called a "Payment Change Date." My monthly payment also will change at any time Section 3(F) or 3(G) below requires me to pay a different monthly payment. The "Minimum Payment" is the minimum amount Note Holder will accept for my monthly payment which is determined at the last Payment Change Date or as provided in Section 3(F) or 3(G) below. If the Minimum Payment is not sufficient to cover the amount of the interest due then negative amortization will occur.

PayOption MTA ARM Rider
FE-5315 (0511)

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of the original

X Opal S. Bryant

LOAN NO. [REDACTED] 9130

I will pay the amount of my new Minimum Payment each month beginning on each Payment Change Date or as provided in Section 3(F) or 3(G) below.

(D) Calculation of Monthly Payment Changes

At least 30 days before each Payment Change Date, the Note Holder will calculate the amount of the monthly payment that would be sufficient to repay the unpaid Principal that I am expected to owe at the Payment Change Date in full on the maturity date in substantially equal payments at the interest rate effective during the month preceding the Payment Change Date. The result of this calculation is called the "Full Payment." Unless Section 3(F) or 3(G) apply, the amount of my new monthly payment effective on a Payment Change Date, will not increase by more than 7.5% of my prior monthly payment. This 7.5% limitation is called the "Payment Cap." This Payment Cap applies only to the Principal and Interest payment and does not apply to any escrow payments Lender may require under the Security Instrument. The Note Holder will apply the Payment Cap by taking the amount of my Minimum Payment due the month preceding the Payment Change Date and multiplying it by the number 1.075. The result of this calculation is called the "Limited Payment." Unless Section 3(F) or 3(G) below requires me to pay a different amount, my new Minimum Payment will be the lesser of the Limited Payment and the Full Payment. I also have the option to pay the Full Payment for my monthly payment.

(E) Additions to My Unpaid Principal

Since my monthly payment amount changes less frequently than the interest rate, and since the monthly payment is subject to the payment limitations described in Section 3 (D), my Minimum Payment could be less than or greater than the amount of the interest portion of the monthly payment that would be sufficient to repay the unpaid Principal I owe at the monthly payment date in full on the Maturity Date in substantially equal payments. For each month that my monthly payment is less than the interest portion, the Note Holder will subtract the amount of my monthly payment from the amount of the interest portion and will add the difference to my unpaid Principal, and interest will accrue on the amount of this difference at the interest rate required by Section 2. For each month that the monthly payment is greater than the interest portion, the Note Holder will apply the payment as provided in Section 3 (A).

(F) Limit on My Unpaid Principal; Increased Monthly Payment

My unpaid Principal can never exceed the Maximum Limit equal to ONE HUNDRED FIFTEEN percent (115 %) of the Principal amount I originally borrowed. My unpaid Principal could exceed that Maximum Limit due to Minimum Payments and interest rate increases. In that event, on the date that my paying my monthly payment would cause me to exceed that limit, I will instead pay a new monthly payment. This means that my monthly payment may change more frequently than annually and such payment changes will not be limited by the 7.5% Payment Cap. The new Minimum Payment will be in an amount that would be sufficient to repay my then unpaid Principal in full on the Maturity Date in substantially equal payments at the current interest rate.

(G) Required Full Payment

On the TENTH Payment Change Date and on each succeeding fifth Payment Change Date thereafter, I will begin paying the Full Payment as my Minimum Payment until my monthly payment changes again. I also will begin paying the Full Payment as my Minimum Payment on the final Payment Change Date.

PayOption MTA ARM Rider

FE-5315 (0511)

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of the original

X Opal B. Bryant

LOAN NO. [REDACTED] 9130

(H) Payment Options

After the first Interest Rate Change Date, Lender may provide me with up to three (3) additional payment options that are greater than the Minimum Payment, which are called "Payment Options." I may be given the following Payment Options:

- (i) **Interest Only Payment:** the amount that would pay the interest portion of the monthly payment at the current interest rate. The Principal balance will not be decreased by this Payment Option and it is only available if the interest portion exceeds the Minimum Payment.
- (ii) **Fully Amortized Payment:** the amount necessary to pay the loan off (Principal and interest) at the Maturity Date in substantially equal payments.
- (iii) **15 Year Amortized Payment:** the amount necessary to pay the loan off (Principal and interest) within a fifteen (15) year term from the first payment due date in substantially equal payments. This monthly payment amount is calculated on the assumption that the current rate will remain in effect for the remaining term.

These Payment Options are only applicable if they are greater than the Minimum Payment.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Section 18 of the Security Instrument entitled "Transfer of the Property or a Beneficial Interest in Borrower" is amended to read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

Certified to be a
true & correct copy
of the original
X *[Signature]*

LOAN NO. [REDACTED] 9130

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.


TIA DANIELLE SMITH

-Borrower

-Borrower

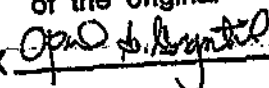
-Borrower

-Borrower

PayOption MTA ARM Rider
FE-5315 (0511)

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of the original

X 

SIGNATURE/NAME AFFIDAVIT

DATE: NOVEMBER 13, 2006

LOAN #: [REDACTED] 9130

BORROWER: TIA DANIELLE SMITH

THIS IS TO CERTIFY THAT MY LEGAL SIGNATURE IS AS WRITTEN AND TYPED BELOW.
(This signature must exactly match signatures on the Note and Mortgage or Deed of Trust.)

TIA DANIELLE SMITH
(Print or Type Name)

Signature

(If applicable, complete the following.)

I AM ALSO KNOWN AS:

(Print or Type Name)

Signature

(Print or Type Name)

Signature

(Print or Type Name)

Signature

(Print or Type Name)

Signature

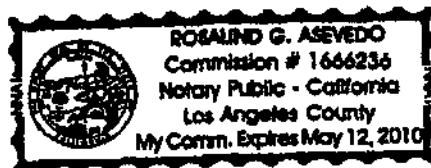
and that

are one

and the same person.

State/Commonwealth of C.A.
County/Parish of Los Angeles

Subscribed and sworn (affirmed) before me Rosalind G. Asevedo, notary public
this 2 day of December 2006



Notary Public
State/Commonwealth of
Acting in the County/Parish of

My Commission Expires: 5-12-2010

EXHIBIT B

This page is part of your document - DO NOT DISCARD

06 2729009

RECORDED/FILED IN OFFICIAL RECORDS
RECORDER'S OFFICE
LOS ANGELES COUNTY
CALIFORNIA
12/08/06 AT 08:00am

TITLE(S) : _____



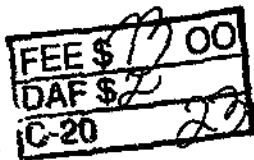
FEE

D.T.T.

CODE
20

CODE
19

CODE
9



NOTIFICATION SENT \$4

Assessor's Identification Number (AIN)

To be completed by Examiner OR Title Company in black ink.

Number of AIN's Shown

THIS FORM IS NOT TO BE DUPLICATED

Public Record

NORTH AMERICAN TITLE COMPANY

Recording Requested By.
NORTH AMERICAN TITLE

Return To

AMERICAN MORTGAGE NETWORK, INC
P O. BOX 85463
SAN DIEGO, CALIFORNIA 92186

12/8/06



20062729009

Prepared By.
TIFFANY RICE

KS74019-63

[Space Above This Line For Recording Data]

DEED OF TRUST

MIN [REDACTED] 9130-2
LOAN NO. [REDACTED]

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

- (A) "Security Instrument" means this document, which is dated NOVEMBER 13, 2006, together with all Riders to this document.
(B) "Borrower" is

TIA DANIELLE SMITH, AN UNMARRIED WOMAN

Borrower's address is 4011 HUBERT AVENUE, LOS ANGELES, CALIFORNIA 90008-2621
Borrower is the trustor under this Security Instrument
(C) "Lender" is AMERICAN MORTGAGE NETWORK, INC., A DELAWARE CORPORATION

Lender is a CORPORATION
organized and existing under the laws of THE STATE OF DELAWARE

CALIFORNIA-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS

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VMF Mortgage Forms, Inc.



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Public Record

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Lender's address is P. O. BOX 85463, SAN DIEGO, CA 92186

(D) "Trustee" is FIRST AMERICAN TITLE INSURANCE COMPANY

(E) "MERS" is Mortgage Electronic Registration Systems, Inc MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P O Box 2026, Flint, MI 48501-2026, tel (888) 679-MERS

(F) "Note" means the promissory note signed by Borrower and dated NOVEMBER 13, 2006

The Note states that Borrower owes Lender FIVE HUNDRED FIFTY SIX THOUSAND AND

00/100

Dollars

(U S \$ 556,000.00) plus interest Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than DECEMBER 01, 2036

(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest

(I) "Riders" means all Riders to this Security Instrument that are executed by Borrower The following Riders are to be executed by Borrower [check box as applicable]

<input checked="" type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Condominium Rider	<input type="checkbox"/> Second Home Rider
<input type="checkbox"/> Balloon Rider	<input type="checkbox"/> Planned Unit Development Rider	<input type="checkbox"/> 1-4 Family Rider
<input type="checkbox"/> VA Rider	<input type="checkbox"/> Biweekly Payment Rider	<input checked="" type="checkbox"/> Other(s) [specify]

PREPAYMENT PENALTY RIDER

(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions

(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization

(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) "Escrow Items" means those items that are described in Section 3

(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property, (ii) condemnation or other taking of all or any part of the Property, (iii) conveyance in lieu of condemnation, or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property

(O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan

(P) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

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06 2729009

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(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(R) "Successor In Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note, and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the

COUNTY of LOS ANGELES
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

LOT 23 OF TRACT 11193, IN THE CITY OF LOS ANGELES,
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER
MAP RECORDED IN BOOK 202, PAGES 18 AND 19 OF MAPS,
RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID
LOS ANGELES COUNTY.

Parcel ID Number 5033-016-023 which currently has the address of
4011 HUBERT AVENUE (Street)
LOS ANGELES (City), California 90008 (Zip Code)
("Property Address").

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property, and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances

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of record Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS Borrower and Lender covenant and agree as follows.

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash, (b) money order, (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity, or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5, and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be



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in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the

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Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan

5. **Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either (a) a one-time charge for flood zone determination, certification and tracking services, or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Note up to the amount of the outstanding loan balance. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Note up to the amount of the outstanding loan balance.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with



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the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. **Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. **Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. **Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. **Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable

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attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

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(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender

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to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"), (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument, (b) is not personally obligated to pay the sums secured by this Security Instrument, and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

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16. **Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender, (b) words in the singular shall mean and include the plural and vice versa, and (c) the word "may" gives sole discretion without any obligation to take any action.

17. **Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.

18. **Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. **Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument, (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate, or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred, (b) cures any default of any other covenants or agreements, (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order, (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity, or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. **Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA

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requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. **Hazardous Substances.** As used in this Section 21 (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection. (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

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NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Trustee shall cause this notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall mail copies of the notice as prescribed by Applicable Law to Borrower and to the other persons prescribed by Applicable Law. Trustee shall give public notice of sale to the persons and in the manner prescribed by Applicable Law. After the time required by Applicable Law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

23. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Lender may charge such person or persons a reasonable fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law. If the fee charged does not exceed the fee set by Applicable Law, the fee is conclusively presumed to be reasonable.

24. Substitute Trustee. Lender, at its option, may from time to time appoint a successor trustee to any Trustee appointed hereunder by an instrument executed and acknowledged by Lender and recorded in the office of the Recorder of the county in which the Property is located. The instrument shall contain the name of the original Lender, Trustee and Borrower, the book and page where this Security Instrument is recorded and the name and address of the successor trustee. Without conveyance of the Property, the successor trustee shall succeed to all the title, powers and duties conferred upon the Trustee herein and by Applicable Law. This procedure for substitution of trustee shall govern to the exclusion of all other provisions for substitution.

25. Statement of Obligation Fee. Lender may collect a fee not to exceed the maximum amount permitted by Applicable Law for furnishing the statement of obligation as provided by Section 2943 of the Civil Code of California.

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witnesses:

_____	 TIA DANIELLE SMITH	(Seal) -Borrower
_____		(Seal) -Borrower
_____		(Seal) -Borrower
_____		(Seal) -Borrower
_____		(Seal) -Borrower
_____		(Seal) -Borrower

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State of California
County of Los Angeles

On 12-2-06


before me, Rosalind G. Aseredo, notary public
personally appeared

Tia Danielle Smith

, personally known to me
(or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed
to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity
upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal




(Seal)

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EXHIBIT "A"
(LEGAL DESCRIPTION)

LOT 23 OF TRACT 11193, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 202, PAGES 18 AND 19 OF MAPS, RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID LOS ANGELES COUNTY.

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Doc ID# [REDACTED]

ADJUSTABLE RATE RIDER

(MTA-Twelve Month Average Index - Payment Caps)

THIS ADJUSTABLE RATE RIDER is made this 13TH day of NOVEMBER, 2006, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to AMERICAN MORTGAGE NETWORK, INC., A DELAWARE CORPORATION ("Lender") of the same date and covering the property described in the Security Instrument and located at.

4011 HUBERT AVENUE, LOS ANGELES, CALIFORNIA 90008-2621
[Property Address]

THE NOTE CONTAINS PROVISIONS THAT WILL CHANGE THE INTEREST RATE AND THE MONTHLY PAYMENT. THERE MAY BE A LIMIT ON THE AMOUNT THAT THE MONTHLY PAYMENT CAN INCREASE OR DECREASE. THE PRINCIPAL AMOUNT TO REPAY COULD BE GREATER THAN THE AMOUNT ORIGINALLY BORROWED, BUT NOT MORE THAN THE MAXIMUM LIMIT STATED IN THE NOTE.

ADDITIONAL COVENANTS: In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agrees as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for changes in the interest rate and the monthly payments, as follows.

2. INTEREST

(A) Interest Rate

Interest will be charged on unpaid Principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 1.500 %. The interest rate I will pay may change.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 7(B) of the Note.

(B) Interest Rate Change Dates

The interest rate I will pay may change on the 1ST day of JANUARY, 2007, and on that day every month thereafter. Each date on which my interest rate could change is called an "Interest Rate Change Date." The new rate of interest will become effective on each Interest Rate Change Date. The interest rate may change monthly, but the monthly payment is recalculated in accordance with Section 3.

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(C) Index

Beginning with the first Interest Rate Change Date, my adjustable interest rate will be based on an index. The "Index" is the "Twelve-Month Average" of the annual yields on actively traded United States Treasury Securities adjusted to a constant maturity of one year as published by the Federal Reserve Board in the Federal Reserve Statistical Release entitled "Selected Interest Rates (H.15)" (the "Monthly Yields"). The Twelve Month Average is determined by adding together the Monthly Yields for the most recently available twelve months and dividing by 12. The most recent index figure available as of the date 15 days before each Interest Rate Change Date is called the "Current Index".

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(D) Calculation of Interest Rate Changes

Before each Interest Rate Change Date, the Note Holder will calculate my new interest rate by adding THREE AND 400/1000 percentage point(s) 3.400 % ("Margin") to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). This rounded amount will be my new interest rate until the next Interest Rate Change Date. My interest will never be greater than 9.950 %. Beginning with the first Interest Rate Change Date, my interest rate will never be lower than the Margin.

3. PAYMENTS

(A) Time and Place of Payments

I will make a payment every month.

I will make my monthly payments on the 1ST day of each month beginning on JANUARY 01, 2007. I will make these payments every month until I have paid all the Principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on DECEMBER 01, 2036, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date".

I will make my monthly payments at P. O. BOX 85302

ATTN: CASHIER'S DEPT., SAN DIEGO, CA 92186

or at a different place if required by the Note Holder.

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments until the first Payment Change Date will be in the amount of U.S. \$ 1,918.87 unless adjusted under Section 3 (F).

(C) Payment Change Dates

My monthly payment may change as required by Section 3(D) below beginning on the 1ST day of JANUARY, 2008, and on that day every 12th month thereafter. Each of these dates is called a "Payment Change Date". My monthly payment also will change at any time Section 3(F) or 3(G) below requires me to pay a different monthly payment. The "Minimum Payment" is the minimum amount Note Holder will accept for my monthly payment which is determined at the last Payment Change Date or as provided in Section 3(F) or 3(G) below. If the Minimum Payment is not sufficient to cover the amount of the interest due then negative amortization will occur.

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I will pay the amount of my new Minimum Payment each month beginning on each Payment Change Date or as provided in Section 3(F) or 3(G) below.

(D) Calculation of Monthly Payment Changes

At least 30 days before each Payment Change Date, the Note Holder will calculate the amount of the monthly payment that would be sufficient to repay the unpaid Principal that I am expected to owe at the Payment Change Date in full on the maturity date in substantially equal payments at the interest rate effective during the month preceding the Payment Change Date. The result of this calculation is called the "Full Payment." Unless Section 3(F) or 3(G) apply, the amount of my new monthly payment effective on a Payment Change Date, will not increase by more than 7.5% of my prior monthly payment. This 7.5% limitation is called the "Payment Cap." This Payment Cap applies only to the Principal and interest payment and does not apply to any escrow payments Lender may require under the Security Instrument. The Note Holder will apply the Payment Cap by taking the amount of my Minimum Payment due the month preceding the Payment Change Date and multiplying it by the number 1.075. The result of this calculation is called the "Limited Payment." Unless Section 3(F) or 3(G) below requires me to pay a different amount, my new Minimum Payment will be the lesser of the Limited Payment and the Full Payment. I also have the option to pay the Full Payment for my monthly payment.

(E) Additions to My Unpaid Principal

Since my monthly payment amount changes less frequently than the interest rate, and since the monthly payment is subject to the payment limitations described in Section 3 (D), my Minimum Payment could be less than or greater than the amount of the interest portion of the monthly payment that would be sufficient to repay the unpaid Principal I owe at the monthly payment date in full on the Maturity Date in substantially equal payments. For each month that my monthly payment is less than the interest portion, the Note Holder will subtract the amount of my monthly payment from the amount of the interest portion and will add the difference to my unpaid Principal, and interest will accrue on the amount of this difference at the interest rate required by Section 2. For each month that the monthly payment is greater than the interest portion, the Note Holder will apply the payment as provided in Section 3 (A).

(F) Limit on My Unpaid Principal; Increased Monthly Payment

My unpaid Principal can never exceed the Maximum Limit equal to ONE HUNDRED FIFTEEN percent (115 %) of the Principal amount I originally borrowed. My unpaid Principal could exceed that Maximum Limit due to Minimum Payments and interest rate increases. In that event, on the date that my paying my monthly payment would cause me to exceed that limit, I will instead pay a new monthly payment. This means that my monthly payment may change more frequently than annually and such payment changes will not be limited by the 7.5% Payment Cap. The new Minimum Payment will be in an amount that would be sufficient to repay my then unpaid Principal in full on the Maturity Date in substantially equal payments at the current interest rate.

(G) Required Full Payment

On the TENTH Payment Change Date and on each succeeding fifth Payment Change Date thereafter, I will begin paying the Full Payment as my Minimum Payment until my monthly payment changes again. I also will begin paying the Full Payment as my Minimum Payment on the final Payment Change Date.

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(H) Payment Options

After the first Interest Rate Change Date, Lender may provide me with up to three (3) additional payment options that are greater than the Minimum Payment, which are called "Payment Options." I may be given the following Payment Options:

- (i) **Interest Only Payment:** the amount that would pay the interest portion of the monthly payment at the current interest rate. The Principal balance will not be decreased by this Payment Option and it is only available if the interest portion exceeds the Minimum Payment.
- (ii) **Fully Amortized Payment:** the amount necessary to pay the loan off (Principal and Interest) at the Maturity Date in substantially equal payments
- (iii) **15 Year Amortized Payment:** the amount necessary to pay the loan off (Principal and Interest) within a fifteen (15) year term from the first payment due date in substantially equal payments. This monthly payment amount is calculated on the assumption that the current rate will remain in effect for the remaining term

These Payment Options are only applicable if they are greater than the Minimum Payment

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Section 18 of the Security Instrument entitled "Transfer of the Property or a Beneficial Interest in Borrower" is amended to read as follows

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing

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If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider


TIA DANIELLE SMITH

-Borrower

-Borrower

-Borrower

-Borrower

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RIDER TO NOTE AND SECURITY INSTRUMENT

LOAN NO. [REDACTED]

THIS RIDER is made this 13TH day of NOVEMBER, 2006 and is incorporated into and shall be deemed to amend and supplement both the Note and Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note (the "Note") to AMERICAN MORTGAGE NETWORK, INC., A DELAWARE CORPORATION (the "Lender") of the same date and covering the property described in the Security Instrument and located at 4011 HUBERT AVENUE, LOS ANGELES, CALIFORNIA 90008-2621

[Property Address]

PREPAYMENT PENALTY - FIRST 12 MONTHS OF NOTE

You have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment". When you make a Prepayment, you must tell the Note Holder in writing that you are doing so.

Subject to the Prepayment Penalty specified below, you may make a full Prepayment or partial Prepayment of your obligation. The Note Holder will use all of your Prepayments to reduce the amount of principal that you owe under this Note. If you make a partial Prepayment, there will be no changes in the due date(s) or in the amount of your monthly payment unless the Note Holder agrees in writing to those changes.

If within the 12 month period beginning with the date of the Note, (the "Penalty Period"), you make a full or partial Prepayment, you will pay a prepayment charge as consideration for the Note Holder's acceptance of such payment. No prepayment charge will be assessed for any prepayment made after the Penalty Period.

You may prepay an amount not exceeding twenty percent (20%) of the original principal amount in any twelve month period commencing from the date of the Note or anniversary dates thereof without penalty. However, during the Penalty Period, if the aggregate amount of the principal prepaid in any twelve month period exceeds twenty percent (20%) of the original principal amount of this loan, then as consideration of the acceptance of such Prepayment and in addition to any other sum payable hereunder, you agree to pay the Note Holder hereof a sum equal to six (6) months interest on the amount prepaid in excess of twenty percent (20%) of the original principal amount at the rate specified in the Note.

Such additional sums shall be paid whether prepayment is voluntary or involuntary including any prepayment affected by the exercise of any acceleration provisions contained in the Note to which this Rider is attached, or in the Security Instrument securing the Note to which this Rider is attached.

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All other terms and conditions of the Note remain in full force and effect

By signing below, Borrower accepts and agrees to the terms and provisions contained in this Rider to Note and Security Instrument

NOTICE TO BORROWER

Do not sign this loan agreement before you read it. This loan agreement provides for the payment of a penalty if you wish to repay the loan prior to the date provided for repayments in the loan agreement.

 12/2/06
TIA DANIELLE SMITH Date

Date

Date

Date

1/18/05

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EXHIBIT C

Uniform Residential Loan Application

This application is designed to be completed by the applicant(s) with the Lender's assistance. Applicants should complete this form as "Borrower" or "Co-Borrower", as applicable. Co-Borrower information must also be provided (and the appropriate box checked) when ☒ the income or assets of a person other than the "Borrower" (including the Borrower's spouse) will be used as a basis for loan qualification or ☐ the income or assets of the Borrower's spouse or other person who has community property rights pursuant to state law will not be used as a basis for loan qualification, but his or her liabilities must be considered because the spouse or other person has community property rights pursuant to applicable law and Borrower resides in a community property state, the security property is located in a community property state, or the Borrower is relying on other property located in a community property state as a basis for repayment of the loan.

If this is an application for joint credit, Borrower and Co-Borrower each agree that we intend to apply for joint credit (sign below):

Borrower		Co-Borrower	
I. TYPE OF MORTGAGE AND TERMS OF LOAN			
Mortgage Applied for:	<input type="checkbox"/> VA <input type="checkbox"/> FHA	<input checked="" type="checkbox"/> Conventional <input type="checkbox"/> USDA/Rural Housing Service	<input type="checkbox"/> Other (explain):
Agency Case Number		Lender Case Number	

Amount \$	Interest Rate	No. of Months	Amortization Type:	<input checked="" type="checkbox"/> Fixed Rate	<input type="checkbox"/> Other (explain):
558,000	1.500 %	360/360	<input type="checkbox"/> GPM	<input type="checkbox"/> ARM (type):	

II. PROPERTY INFORMATION AND PURPOSE OF LOAN	
Subject Property Address (street, city, state, & ZIP)	No. of Units
4011 HUBERT AVENUE, Los Angeles, CA 90008 County: Los Angeles	1
Legal Description of Subject Property (attach description if necessary)	Year Built
PER PRELIM	1939

Purpose of Loan	<input type="checkbox"/> Purchase <input checked="" type="checkbox"/> Refinance	<input type="checkbox"/> Construction <input type="checkbox"/> Construction-Permanent	<input type="checkbox"/> Other (explain):	Property will be:	<input checked="" type="checkbox"/> Primary Residence <input type="checkbox"/> Secondary Residence <input type="checkbox"/> Investment
-----------------	--	--	---	-------------------	--

Complete this line if construction or construction-permanent loan.					
Year Lot Acquired	Original Cost	Amount Existing Liens	(a) Present Value of Lot	(b) Cost of Improvements	Total (a+b)
	\$	\$	\$	\$	\$

Complete this line if this is a refinance loan.					
Year Acquired	Original Cost	Amount Existing Liens	Purpose of Refinance	Describe Improvements	<input type="checkbox"/> made <input type="checkbox"/> to be made
2033	\$ 305,000	\$ 616,000		Cost: \$	

Title will be held in what Name(s)	Manner in which Title will be held	Estate will be held in:
TIA DANIELLE SMITH	Single woman	<input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold (show expiration date)

Source of Down Payment, Settlement Charges and/or Subordinate Financing (explain)	
Equity from Subject Property	

Borrower		III. BORROWER INFORMATION		Co-Borrower	
Borrower's Name (include Jr. or Sr. if applicable)		Co-Borrower's Name (include Jr. or Sr. if applicable)			
TIA DANIELLE SMITH					
Social Security Number	Home Phone (incl. area code)	DOB (mm/dd/yyyy)	Yrs. School	Social Security Number	Home Phone (incl. area code)
2841	323-295-0517	12/04	14		
<input type="checkbox"/> Married <input type="checkbox"/> Separated	<input checked="" type="checkbox"/> Unmarried (include single, divorced, widowed)	Dependents (not listed by Co-Borrower)		<input type="checkbox"/> Married <input type="checkbox"/> Separated	<input type="checkbox"/> Unmarried (include single, divorced, widowed)
		no.	ages		
Present Address (street, city, state, ZIP)		<input checked="" type="checkbox"/> Own <input type="checkbox"/> Rent	5 No. Yrs.	Present Address (street, city, state, ZIP)	
4011 HUBERT AVENUE Los Angeles, CA 90008					
Mailing Address, if different from Present Address				Mailing Address, if different from Present Address	

If residing at present address for less than two years, complete the following:					
Former Address (street, city, state, ZIP)	<input type="checkbox"/> Own <input type="checkbox"/> Rent	No. Yrs.	Former Address (street, city, state, ZIP)	<input type="checkbox"/> Own <input type="checkbox"/> Rent	No. Yrs.
Former Address (street, city, state, ZIP)	<input type="checkbox"/> Own <input type="checkbox"/> Rent	No. Yrs.	Former Address (street, city, state, ZIP)	<input type="checkbox"/> Own <input type="checkbox"/> Rent	No. Yrs.

Borrower		IV. EMPLOYMENT INFORMATION		Co-Borrower	
Name & Address of Employer <input checked="" type="checkbox"/> Self Employed REVIVE A HAIR AND BODY SPA 217 N. EUCALYPTUS Inglewood, CA 90301		Yrs. on this job 15 yr(s) Yrs. employed in this line of work/profession 15	Name & Address of Employer <input type="checkbox"/> Self Employed 		Yrs. on this job Yrs. employed in this line of work/profession
Position/Title/Type of Business OWNER		Business Phone (incl. area code) 310-677-3733	Position/Title/Type of Business 		Business Phone (incl. area code)

If employed in current position for less than two years or if currently employed in more than one position, complete the following:

Name & Address of Employer <input type="checkbox"/> Self Employed 		Dates (from-to) 	Name & Address of Employer <input type="checkbox"/> Self Employed 		Dates (from-to)
		Monthly Income \$			Monthly Income \$
Position/Title/Type of Business 		Business Phone (incl. area code) 	Position/Title/Type of Business 		Business Phone (incl. area code)
Name & Address of Employer <input type="checkbox"/> Self Employed 		Dates (from-to) 	Name & Address of Employer <input type="checkbox"/> Self Employed 		Dates (from-to)
		Monthly Income \$			Monthly Income \$
Position/Title/Type of Business 		Business Phone (incl. area code) 	Position/Title/Type of Business 		Business Phone (incl. area code)
Name & Address of Employer <input type="checkbox"/> Self Employed 		Dates (from-to) 	Name & Address of Employer <input type="checkbox"/> Self Employed 		Dates (from-to)
		Monthly Income \$			Monthly Income \$
Position/Title/Type of Business 		Business Phone (incl. area code) 	Position/Title/Type of Business 		Business Phone (incl. area code)
Name & Address of Employer <input type="checkbox"/> Self Employed 		Dates (from-to) 	Name & Address of Employer <input type="checkbox"/> Self Employed 		Dates (from-to)
		Monthly Income \$			Monthly Income \$
Position/Title/Type of Business 		Business Phone (incl. area code) 	Position/Title/Type of Business 		Business Phone (incl. area code)
Name & Address of Employer <input type="checkbox"/> Self Employed 		Dates (from-to) 	Name & Address of Employer <input type="checkbox"/> Self Employed 		Dates (from-to)
		Monthly Income \$			Monthly Income \$
Position/Title/Type of Business 		Business Phone (incl. area code) 	Position/Title/Type of Business 		Business Phone (incl. area code)

V. MONTHLY INCOME AND COMBINED HOUSING EXPENSE INFORMATION

Gross Monthly Income	Borrower	Co-Borrower	Total	Combined Monthly Housing Expense	Present	Proposed
Base Empl. Income*	\$ 17,500.00	\$	\$ 17,500.00	Rent	\$	
Overtime				First Mortgage (P&I)	2,830.00	\$ 1,918.87
Bonuses				Other Financing (P&I)	1,119.00	593.64
Commissions				Hazard Insurance	80.00	80.00
Dividends/Interest				Real Estate Taxes	322.00	322.00
Net Rental Income				Mortgage Insurance		
Other (before completing, see the notice in "describe other income," below)				Homeowner Assn. Dues		
				Other:		
Total	\$ 17,500.00	\$	\$ 17,500.00	Total	\$ 4,351.00	\$ 2,914.51

* Self Employed Borrower(s) may be required to provide additional documentation such as tax returns and financial statements.

Describe Other Income **Notice:** Alimony, child support, or separate maintenance income need not be revealed if the Borrower (B) or Co-Borrower (C) does not choose to have it considered for repaying this loan.

B/C	Monthly Amount
	\$

This Statement and any applicable supporting schedules may be completed jointly by both married and unmarried Co-borrowers if the assets and liabilities are sufficiently joined so that the Statement can be meaningfully and fairly presented on a combined basis; otherwise, separate Statements and Schedules are required. If the Co-Borrower section was completed about a non-applicant spouse or other person, this Statement and supporting schedules must be completed by that spouse or other person also.

ASSETS	Cash or Market Value	Liabilities and Pledged Assets. List the creditor's name, address and account number for all outstanding debts, including automobile loans, revolving charge accounts, real estate loans, alimony, child support, stock pledges, etc. Use continuation sheet, if necessary. Indicate by (*) those liabilities which will be satisfied upon sale of real estate owned or upon refinancing of the subject property.
Description		
Cash deposit toward purchase held by:	\$	

Schedule of Real Estate Owned (If additional properties are owned, use continuation sheet)

List any additional names under which credit has previously been received and indicate appropriate creditor name(s) and account number(s):

Account Number

Continuation Sheet/Residential Loan Application

Use this continuation sheet if you need more space to complete the Residential Loan Application. Mark B for Borrower or C for Co-Borrower.

Borrower:

TIA DANIELLE SMITH

Co-Borrower:

Agency Case Number:

Lender Case Number:

VI. ASSETS AND LIABILITIES

ASSETS	Cash or Market Value	LIABILITIES	Monthly Payment & Months Left to Pay	Unpaid Balance
Name and address of Bank, S&L, or Credit Union OPTIONS XPRESS		Name and address of Company US BANK	\$ Payt./Mos.	\$
Acct. no. 5A15-261/0220-9641	\$ 1,579	Acct. No. 0028	1,018	41,769
Name and address of Bank, S&L, or Credit Union		Name and address of Company GMAC MORTGAGE CORP 17 PINE WAY RENTAL	\$ Payt./Mos.	\$
Acct. no.	\$	Acct. No. 9323	(291)	30,205
Name and address of Bank, S&L, or Credit Union		Name and address of Company EMC MORTGAGE 12 PINE WAY RENTAL	\$ Payt./Mos.	\$
Acct. no.	\$	Acct. No. 7087	(228)	24,000
Name and address of Bank, S&L, or Credit Union		Name and address of Company AMERICAN HOME MTG SRV 5108 JEREMIAH RENTAL	\$ Payt./Mos.	\$
Acct. no.	\$	Acct. No. 182	251/(R)	23,522
Name and address of Bank, S&L, or Credit Union		Name and address of Company BOA MBNA	\$ Payt./Mos.	\$
Acct. no.	\$	Acct. No. 0000	200/(R)	19,535
Name and address of Bank, S&L, or Credit Union		Name and address of Company BANK OF AMERICA	\$ Payt./Mos.	\$
Acct. no.	\$	Acct. No. 0020	272/(R)	14,661
Name and address of Bank, S&L, or Credit Union		Name and address of Company HSBC NV	\$ Payt./Mos.	\$
Acct. no.	\$	Acct. No. 0944	380/(R)	7,616

I/We fully understand that it is a Federal crime punishable by fine or imprisonment, or both, to knowingly make any false statements concerning any of the above facts as applicable under the provisions of Title 18, United States Code, Section 1001, et seq.

Borrower's Signature:

Date:

12/5/2016

Co-Borrower's Signature:

X

Date:

Continuation Sheet/Residential Loan Application

Use this continuation sheet if you need more space to complete the Residential Loan Application. Mark B for Borrower or C for Co-Borrower.

Borrower: TIA DANIELLE SMITH	Agency Case Number:
Co-Borrower:	Lender Case Number:

VI. ASSETS AND LIABILITIES				
ASSETS	Cash or Market Value	LIABILITIES	Monthly Payment & Months Left to Pay	Unpaid Balance
Name and address of Bank, S&L, or Credit Union		Name and address of Company UNLV/CITI	\$ Payt./Mos.	\$
Acct. no.	\$	Acct. No. 252	19/(R)	19
Name and address of Bank, S&L, or Credit Union		Name and address of Company BLMDSNB	\$ Payt./Mos.	\$
Acct. no.	\$	Acct. No. 3702	34/(R)	1,333
Name and address of Bank, S&L, or Credit Union		Name and address of Company HSBC/SAKS	\$ Payt./Mos.	\$
Acct. no.	\$	Acct. No. 289	25/(R)	609
Name and address of Bank, S&L, or Credit Union		Name and address of Company COUNTRYWIDE HOME LOANS	\$ Payt./Mos.	\$
Acct. no.	\$	Acct. No. 3171	(900)	136,000
Name and address of Bank, S&L, or Credit Union		Name and address of Company	\$ Payt./Mos.	\$
Acct. no.	\$	Acct. No.	\$ Payt./Mos.	\$
Name and address of Bank, S&L, or Credit Union		Name and address of Company	\$ Payt./Mos.	\$
Acct. no.	\$	Acct. No.	\$ Payt./Mos.	\$
Name and address of Bank, S&L, or Credit Union		Name and address of Company	\$ Payt./Mos.	\$
Acct. no.	\$	Acct. No.	\$ Payt./Mos.	\$

I/We fully understand that it is a Federal crime punishable by fine or imprisonment, or both, to knowingly make any false statements concerning any of the above facts as applicable under the provisions of Title 18, United States Code, Section 1001, et seq.

Borrower's Signature: <i>[Signature]</i>	Date: 12/5/2006	Co-Borrower's Signature: X	Date:
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Continuation Sheet/Residential Loan Application

Use this continuation sheet if you need more space to complete the Residential Loan Application. Mark B for Borrower or C for Co-Borrower.

Borrower:

TIA DANIELLE SMITH

Agency Case Number:

Co-Borrower:

Lender Case Number:

VI. ASSETS AND LIABILITIES

Schedule of Real Estate Owned

Property Address (enter S if sold, PS if pending sale or R if rental being held for income)

Type of Property

Present Market Value

Amount of Mortgages & Liens

Gross Rental Income

Mortgage Payments

Insurance, Maintenance, Taxes & Misc.

Net Rental Income

16210,16214 SANDY PASS LANE

R

2-4PLX

245,000

224,182

2,400

1,611

245

-56

HOUSTON, TX

17 PINE WAY

R

SFR

145,000

114,194

1,350

1,184

Inc

-172

CONROY, TX

I/We fully understand that it is a Federal crime punishable by fine or imprisonment, or both, to knowingly make any false statements concerning any of the above facts as applicable under the provisions of Title 18, United States Code, Section 1001, et seq.

Borrower's Signature:

Date:

12/5/2006

Co-Borrower's Signature:

Date:

X

VII. DETAILS OF TRANSACTION		VIII. DECLARATIONS			
a. Purchase price	\$	If you answer "Yes" to any questions a through i, please use continuation sheet for explanation.		Borrower	Co-Borrower
b. Alterations, improvements, repairs				Yes	No
c. Land (if acquired separately)		a. Are there any outstanding judgments against you?		<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. Refinance (incl. debts to be paid off)	616,354.00	b. Have you been declared bankrupt within the past 7 years?		<input type="checkbox"/>	<input checked="" type="checkbox"/>
e. Estimated prepaid items	2,412.00	c. Have you had property foreclosed upon or given title or deed in lieu thereof in the last 7 years?		<input type="checkbox"/>	<input checked="" type="checkbox"/>
f. Estimated closing costs	8,589.00	d. Are you a party to a lawsuit?		<input type="checkbox"/>	<input checked="" type="checkbox"/>
g. PMI, MIP, Funding Fee		e. Have you directly or indirectly been obligated on any loan which resulted in foreclosure, transfer of title in lieu of foreclosure, or judgment?		<input type="checkbox"/>	<input checked="" type="checkbox"/>
h. Discount (if Borrower will pay)		(This would include such loans as home mortgage loans, SBA loans, home improvement loans, educational loans, manufactured (mobile) home loans, any mortgage, financial obligation, bond, or loan guarantee. If "Yes," provide details, including date, name and address of Lender, FHA or VA case number, if any, and reasons for the action.)			
i. Total costs (add items a through h)	627,355.00	f. Are you presently delinquent or in default on any Federal debt or any other loan, mortgage, financial obligation, bond, or loan guarantee?		<input type="checkbox"/>	<input checked="" type="checkbox"/>
j. Subordinate financing	69,500.00	If "Yes," give details as described in the preceding question.			
k. Borrower's closing costs paid by Seller		g. Are you obligated to pay alimony, child support, or separate maintenance?		<input type="checkbox"/>	<input checked="" type="checkbox"/>
l. Other Credits (explain)		h. Is any part of the down payment borrowed?		<input type="checkbox"/>	<input checked="" type="checkbox"/>
		i. Are you a co-maker or endorser on a note?		<input type="checkbox"/>	<input checked="" type="checkbox"/>
		j. Are you a U. S. citizen?		<input checked="" type="checkbox"/>	<input type="checkbox"/>
m. Loan amount (exclude PMI, MIP, Funding Fee financed)	556,000.00	k. Are you a permanent resident alien?		<input type="checkbox"/>	<input checked="" type="checkbox"/>
n. PMI, MIP, Funding Fee financed		l. Do you intend to occupy the property as your primary residence?		<input checked="" type="checkbox"/>	<input type="checkbox"/>
		If "Yes," complete question m below.			
o. Loan amount (add m & n)	556,000.00	m. Have you had an ownership interest in a property in the last three years?		<input checked="" type="checkbox"/>	<input type="checkbox"/>
p. Cash from/to Borrower (subtract j, k, l & o from i)	1,855.00	(1) What type of property did you own-principal residence (PR), second home (SH), or investment property (IP)?			
		(2) How did you hold title to the home—solely by yourself (S), jointly with your spouse (SP), or jointly with another person (O)?			

IX. ACKNOWLEDGEMENT AND AGREEMENT

Each of the undersigned specifically represents to Lender and to Lender's actual or potential agents, brokers, processors, attorneys, insurers, servicers, successors and assigns and agrees and acknowledges that: (1) the information provided in this application is true and correct as of the date set forth opposite my signature and that any intentional or negligent misrepresentation of this information contained in this application may result in civil liability, including monetary damages, to any person who may suffer any loss due to reliance upon any misrepresentation that I have made on this application, and/or in criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Sec. 1001, et seq.; (2) the loan requested pursuant to this application (the "Loan") will be secured by a mortgage or deed of trust on the property described in this application; (3) the property will not be used for any illegal or prohibited purpose or use; (4) all statements made in this application are made for the purpose of obtaining a residential mortgage loan; (5) the property will be occupied as indicated in this application; (6) the Lender, its servicers, successors or assigns may retain the original and/or an electronic record of this application, whether or not the Loan is approved; (7) the Lender and its agents, brokers, insurers, servicers, successors and assigns may continuously rely on the information contained in the application, and I am obligated to amend and/or supplement the information provided in this application if any of the material facts that I have represented herein should change prior to closing of the Loan; (8) in the event that my payments on the Loan become delinquent, the Lender, its servicers, successors or assigns may, in addition to any other rights and remedies that it may have relating to such delinquency, report my name and account information to one or more consumer reporting agencies; (9) ownership of the Loan and/or administration of the Loan account may be transferred with such notice as may be required by law; (10) neither Lender nor its agents, brokers, insurers, servicers, successors or assigns has made any representation or warranty, express or implied, to me regarding the property or the condition or value of the property; and (11) my transmission of this application as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or my facsimile transmission of this application containing a facsimile of my signature, shall be as effective, enforceable and valid as if a paper version of this application were delivered containing my original written signature.

Acknowledgment. Each of the undersigned hereby acknowledges that any owner of the Loan, its servicers, successors and assigns, may verify or reverify any information contained in this application or obtain any information or data relating to the Loan, for any legitimate purpose through any source, including a source named in this application or a consumer reporting agency.

Borrower's Signature	Date	Co-Borrower's Signature	Date
<i>[Signature]</i>	1/5/2006	X	

X. INFORMATION FOR GOVERNMENT MONITORING PURPOSES

The following information is requested by the Federal Government for certain types of loans related to a dwelling in order to monitor the lender's compliance with equal credit opportunity, fair housing and home mortgage disclosure laws. You are not required to furnish this information, but are encouraged to do so. The law provides that a Lender may not discriminate either on the basis of this information, or on whether you choose to furnish it. If you furnish the information, please provide both ethnicity and race. For race, you may check more than one designation. If you do not furnish ethnicity, race, or sex, under Federal regulations, this lender is required to note the information on the basis of visual observation and surname if you have made this application in person. If you do not wish to furnish the information, please check the box below. (Lender must review the above material to assure that the disclosures satisfy all requirements to which the lender is subject under applicable state law for the particular type of loan applied for.)

BORROWER <input checked="" type="checkbox"/> I do not wish to furnish this information		CO-BORROWER <input type="checkbox"/> I do not wish to furnish this information	
Ethnicity:	<input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino	Ethnicity:	<input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino
Race:	<input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input type="checkbox"/> White	Race:	<input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input type="checkbox"/> White
Sex:	<input checked="" type="checkbox"/> Female <input type="checkbox"/> Male	Sex:	<input type="checkbox"/> Female <input type="checkbox"/> Male
To be Completed by Interviewer This application was taken by: <input type="checkbox"/> Face-to-face interview <input type="checkbox"/> Mail <input checked="" type="checkbox"/> Telephone <input type="checkbox"/> Internet		Name and Address of Interviewer's Employer WALTER W. HERNANDEZ 8300 TAMPA AVE STE K Northridge, CA 91324 (P) 818-280-3838 (F) 818-280-3828	
Interviewer's Name (print or type) Interviewer's Signature Interviewer's Phone Number (incl. area code) 818-280-3838		Date 1/5/2006	

EXHIBIT D

Smith Danielle Pg 212 of 871 2) Pg 11 of 145
TRUTH-IN-LENDING DISCLOSURE STATEMENT

(THIS IS NEITHER A CONTRACT NOR A COMMITMENT TO LEND)

LENDER OR LENDER'S AGENT: AMERICAN MORTGAGE NETWORK, INC.,

A DELAWARE CORPORATION

21700 OXNARD STREET SUITE 440

WOODLAND HILLS, CA, 91367

BORROWERS:

SMITH, TIA DANIELLE

☐ Preliminary ☒ Final

DATE 11/13/06

LOAN NO. 9130

Type of Loan: CONV RT

ADDRESS:

4011 HUBERT AVENUE

CITY/STATE/ZIP:

LOS ANGELES, CALIFORNIA, 90008-2621

PROPERTY:

4011 HUBERT AVENUE, LOS ANGELES, CALIFORNIA, 90008 2621

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf	The amount you will have paid after you have made all payments as scheduled.
8.260 %	\$ 1,108,356.30	\$ 550,580.10	\$ 1,658,936.40

PAYMENT SCHEDULE:

NUMBER OF PAYMENTS	AMOUNT OF PAYMENTS	PAYMENTS ARE DUE MONTHLY BEGINNING	NUMBER OF PAYMENTS	AMOUNT OF PAYMENTS	PAYMENTS ARE DUE MONTHLY BEGINNING
12	1,918.87	01/01/2007			
12	2,062.79	01/01/2008			
12	2,217.50	01/01/2009			
7	2,383.81	01/01/2010			
317	4,945.93	08/01/2010			

DEMAND FEATURE: ☒ This loan does not have a Demand Feature. ☐ This loan has a Demand Feature as follows:

VARIABLE RATE FEATURE:

☒ This Loan has a Variable Rate Feature. Variable Rate Disclosures have been provided to you earlier.SECURITY: You are giving a security interest in the property located at: 4011 HUBERT AVENUE
LOS ANGELES, CALIFORNIA 90008-2621ASSUMPTION: Someone buying this property ☐ cannot assume the remaining balance due under original mortgage terms
☒ may assume, subject to lender's conditions, the remaining balance due under original mortgage terms.

FILING / RECORDING FEES: \$ 150.00

PROPERTY INSURANCE: ☒ Property hazard insurance in the amount of \$ 556,000 with a mortgage clause to the lender is a required condition of this loan. Borrower may purchase this insurance from any insurance company acceptable to the lender.Hazard insurance ☐ is ☒ is not available through the lender at an estimated cost of for a year term.

LATE CHARGES: If your payment is more than 15 days late, a late charge of 5.00 % of the MONTHLY P. I. PAYMENT will be assessed.

PREPAYMENT: If you pay off your loan early, you

☒ may ☐ will not have to pay a penalty.
☐ may ☒ will not be entitled to a refund of part of the finance charge.See your contract documents for any additional information regarding non-payment, default, required repayment in full before scheduled date, and prepayment refunds and penalties.
a means estimate

I/We hereby acknowledge reading and receiving a complete copy of this disclosure.

TIA DANIELLE SMITH

BORROWER/DATE

BORROWER/DATE

BORROWER/DATE

BORROWER/DATE

EXHIBIT E

Case 2:11-cv-08626-DSF -JCG Document 23-1 Filed 11/09/11 Page 5 of 102 Page ID
#962

This page is part of your document - DO NOT DISCARD



20091452803



Pages:
0003

Recorded/Filed in Official Records
Recorder's Office, Los Angeles County,
California

09/24/09 AT 08:00AM

FEES:	15.00
TAXES:	0.00
OTHER:	0.00
PAID:	15.00



LEADSHEET



200909240210009

00001243416



002325401

SEQ:
03

DAR - Title Company (Hard Copy)



THIS FORM IS NOT TO BE DUPLICATED

135

Case 2:11-cv-08626-DSF -JCG Document 23-1 Filed 11/09/11 Page 6 of 102 Page ID #:963

Recording Requested By
When Recorded Mail To

Cal-Western Reconveyance Corp.
P.O. Box 22004
525 East Main Street
El Cajon CA 92022-9004

1241071-14 *MODGR*
Trustee Sale No. 1241071-14



2

Space Above This Line For Recorder's Use
Loan No. XXXXXX6453 Ref: SMITH, TIA DANIELLE

NOTICE OF DEFAULT

IMPORTANT NOTICE

IF YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR PAYMENTS, IT MAY BE SOLD WITHOUT ANY COURT ACTION, and you may have legal right to bring your account in good standing by paying all of your past due payments plus permitted costs and expenses within the time permitted by law for reinstatement of your account, which is normally five business days prior to the date set for the sale of your property. No sale date may be set until three months from the date this notice of default may be recorded (which date of recordation appears on this notice). This amount is \$25,509.83 as of September 23, 2009, and will increase until your account becomes current. While your property is in foreclosure, you still must pay other obligations (such as insurance and taxes) required by your note and deed of trust or mortgage. If you fail to make future payments on the loan, pay taxes on the property, provide insurance on the property, or pay other obligations as required in the note and deed of trust or mortgage, the beneficiary or mortgagee may insist that you do so in order to reinstate your account in good standing. In addition, the beneficiary or mortgagee may require as a condition to reinstatement that you provide reliable written evidence that you paid all senior liens, property taxes, and hazard insurance premiums.

Upon your written request, the beneficiary or mortgagee will give you a written itemization of the entire amount you must pay. You may not have to pay the entire unpaid portion of your account, even though full payment was demanded, but you must pay all amounts in default at the time payment is made. However, you and your beneficiary or mortgagee may mutually agree in writing prior to the time the notice of sale is posted (which may not be earlier than the end of the three-month period stated above) to, among other things, (1) provide additional time in which to cure the default by transfer of the property or otherwise; or (2) establish a schedule of payments in order to cure your default; or both (1) and (2).

Following the expiration of the time period referred to in the first paragraph of this notice, unless the obligation being foreclosed upon or a separate written agreement between you and your creditor permits a longer period, you have only the legal right to stop the sale of your property by paying the entire amount demanded by your creditor.

To find out the amount you must pay, or to arrange for payment to stop the foreclosure, or if your property is in foreclosure for any other reason, contact:

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC

C/O CAL-WESTERN RECONVEYANCE CORPORATION
525 EAST MAIN STREET
P.O. BOX 22004
EL CAJON 9004 CA 92022-9004
(619)590-9200

If you have any questions, you should contact a lawyer or the governmental agency which may have insured your loan.

3

Case 2:11-cv-08626-DSF -JCG Document 23-1 Filed 11/09/11 Page 7 of 102 Page ID
#:964

Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale, provided the sale is concluded prior to the conclusion of the foreclosure. Remember, **YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE PROMPT ACTION.** 3

NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST

NOTICE IS HEREBY GIVEN:

CAL-WESTERN RECONVEYANCE CORPORATION is either the original trustee, the duly appointed substituted trustee, or acting as agent for the trustee or beneficiary under a deed of trust dated November 13, 2006 executed by

TIA DANIELLE SMITH, AN UNMARRIED WOMAN
as trustor, to secure certain obligations in favor of

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR AMERICAN MORTGAGE NETWORK, INC., A DELAWARE CORPORATION A CORPORATION
as beneficiary

recorded as document 20062729009 on December 08, 2006 in book XX page XX official records in the office of County Recorder of LOS ANGELES County, California, describing land therein as:

COMPLETELY DESCRIBED IN SAID DEED OF TRUST

said obligations including a promissory note for the principal sum of \$556,000.00 that a breach of, and default in, the obligations for which such Deed of Trust is security has occurred in that payment has not been made of:

Failure to pay the monthly payment due November 1, 2008 of principal and interest and subsequent installments due thereafter; plus late charges; together with all subsequent sums advanced by beneficiary pursuant to the terms and conditions of said deed of trust.

That by reason thereof the present beneficiary under such Deed of Trust has deposited with said trustee such Deed of Trust and all documents evidencing obligations secured thereby and has declared and does hereby declare all sums secured thereby immediately due and payable and has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby.

The mortgagee, beneficiary or authorized agent for the mortgagee or beneficiary pursuant to California Civil Code § 2923.5(b) declares that the mortgagee, beneficiary or the mortgagee's or beneficiary's authorized agent has either contacted the borrower or tried with due diligence to contact the borrower as required by California Civil Code 2923.5.

T.S. 1241071-14

Dated: September 23, 2009

CAL-WESTERN RECONVEYANCE CORPORATION

Signature By

Rhonda L. Rorie
Rhonda L. Rorie

EXHIBIT F

§

This page is part of your document - DO NOT DISCARD



20091682671



11/09/09 AT 08:00AM

Pages:
0004

FRES:	18.00
TAXES:	0.00
OTHER:	0.00
<hr/> PAID:	18.00



00001469106



SEQ:
19

DAR - Title Company (Hard Copy)



735

RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

CAL-WESTERN RECONVEYANCE CORPORATION
525 EAST MAIN STREET
P.O. BOX 22004
EL CAJON CA 92022-9004



SPACE ABOVE THIS LINE FOR RECORDER'S USE

LOAN NO.: XXXXXX6453 T.S. NO.: 1241071-14

MERS PHONE: 1-888-679-6377 MIN NO: [REDACTED] 1302

SUBSTITUTION OF TRUSTEE

This Form Provided By Cal-Western Reconveyance Corporation

WHEREAS, TIA DANIELLE SMITH, AN UNMARRIED WOMAN was the original Trustor.

FIRST AMERICAN TITLE INSURANCE COMPANY
was the original Trustee,

and MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR
AMERICAN MORTGAGE NETWORK, INC., A DELAWARE CORPORATION was the original
Beneficiary

under that certain Deed of Trust dated November 13, 2006 and recorded on December 08, 2006 as
Instrument No. 20062729009, in book XX, page XX of Official Records of LOS ANGELES County,
California, and

WHEREAS, the undersigned is the present Beneficiary under said Deed of Trust, and WHEREAS,
the undersigned desires to substitute a new Trustee under said Deed of Trust in the place and stead of
present Trustee thereunder, in the manner in said Deed of Trust provided.

NOW, THEREFORE, the undersigned hereby substitutes

CAL-WESTERN RECONVEYANCE CORPORATION
525 EAST MAIN STREET, P.O. BOX 22004
EL CAJON CA 92022-9004

as Trustee under said Deed of Trust.

08/22/14


SUBSTITUTION OF TRUSTEE

LOAN NO: 6453
TS NO: 1241071-14

Whenever the context hereof so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

Dated: SEP 15 2009

Mortgage Electronic Registration Systems, Inc. (MERS)



Jennifer Vigna
Assistant Secretary of MERS

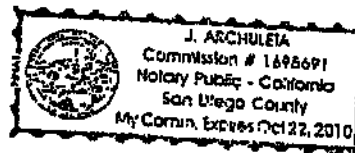
STATE OF: California
COUNTY OF: San Diego

On 11/3/09 before me, J. Archuleta, a Notary Public, personally appeared Jennifer Vigna, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature J. Archuleta

(Seal)



AFFIDAVIT OF MAILING

REF: 1241071-14

STATE: CA

STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

}
SS
}

I, Clifton McBride being duly sworn, depose and say:

I am and at all times herein mentioned a citizen of the United States, over the age of eighteen years and a resident of San Diego County, California;

That at the request of CAL-WESTERN RECONVEYANCE CORPORATION on November 05, 2009, I deposited in the United States mail a copy of the attached document, in separate sealed envelopes, Certified Mail, postage prepaid, to the address list on exhibit A, attached hereto and made a part hereof.

Clifton McBride
Affiant

11/02/2009 7:11:02 PM		Sender	CalWestern Reconveyance 525 E Main Es Cajon CA 92020	
Postal Class:		Certified		
Type of Mailing:		SUB-SY-CODE MAILING		
Addressee Attachment:		1433055-01 000 11050809 CYR		
Postal Number	Sequence	Recipient Name	Address Line 1/3	Address Line 2/4
71041994141040102887	1	TIA DANIELLE SMITH	4011 HUBERT AVE	LOS ANGELES CA 90008
71041994141040102727	2	TIA SMITH	4011 HUBERT AVE	LOS ANGELES CA 90008
71041994141040102734	3	TIA DANIELLE SMITH	17111 BEACH BLVD STE 201	HUNTINGTON BEACH CA 92647
71041994141040102758	4	TIA SMITH	17111 BEACH BLVD STE 201	HUNTINGTON BEACH CA 92647
71041994141040102789	5	MERS INC	PO BOX 2026	FLINT MI 48501-2026
71041994141040102802	7	FIRST AMERICAN TITLE INSURANCE COMPANY	C/O AMERICAN MORTGAGE NETWORK, INC SAN DIEGO CA 92106	PO BOX 85483
71041994141040102853	8	TIA DANIELLE SMITH	4011 HUBERT AVENUE	LOS ANGELES CA 90008-2821
71041994141040102857	9	TIA D SMITH	4011 S. HUBERT STREET	LOS ANGELES CA 90011
71041994141040102871	10	TIA DANIELLE SMITH	4011 HUBERT AVENUE	LOS ANGELES CA 90008
71041994141040102891	11	TIA D SMITH	4011 HUBERT AVENUE	LOS ANGELES CA 90008
71041994141040102925	12	TIA D SMITH	4011 HUBERT AVENUE	LOS ANGELES CA 90008
71041994141040102958	13	TIA SMITH	4011 S. HUBERT STREET	LOS ANGELES CA 90011
71041994141040102970	14	TIA SMITH	4011 HUBERT AVENUE	LOS ANGELES CA 90008

08/24/14

71041994141040103004 15	AMERICAN MORTGAGE NETWORK, INC	P.O. BOX 85463	SAN DIEGO CA 92186
71041994141040103021 16	TIA DANIELLE SMITH	4011 S. HUBERT STREET	LOS ANGELES CA 90011
71041994141040103045 17	MORTGAGE ELECTRONIC REGISTRATION SYSTEMS	P.O. BOX 2028	FLINT MI 48501
71041994141040103078 18	TIA DANIELLE SMITH	4011 HUBERT AVENUE	LOS ANGELES CA 90008
71041994141040103090 19	TIA SMITH	4011 HUBERT AVENUE	LOS ANGELES CA 90008
71041994141040103113 20	AMERICAN MORTGAGE NETWORK, INC., A DELAW	GO MORTGAGE ELECTRONIC REGISTRATION SYS FLINT MI 48501	P.O. BOX 2028
71041994141040103137 21	TIA SMITH TRUSTEE	TIA DANIELLE SMITH LOS ANGELES CA 90008	4011 HUBERT AVENUE
71041994141040103168 22	TIA SMITH TRUSTEE	TIA DANIELLE SMITH LOS ANGELES CA 90008	4011 HUBERT AVENUE
71041994141040103182 23	TIA SMITH	4011 S HUBERT STREET	LOS ANGELES CA 90011
71041994141040103205 24	TIA D SMITH	4011 HUBERT AVENUE	LOS ANGELES CA 90008-2821
71041994141040103229 25	TIA SMITH	4011 HUBERT AVENUE	LOS ANGELES CA 90008-2821
71041994141040103243 26	MERS	PO BOX 2028	FLINT MI 48501-2028
71041994141040103274 27	AMERICAN MORTGAGE NETWORK, INC	GO MERS FLINT MI 48501-2028	PO BOX 2028
71041994141040103298 28	TIA SMITH TRUSTEE	4011 HUBERT AVENUE	LOS ANGELES CA 90008
71041994141040103328 29	TIA SMITH TRUSTEE	4011 HUBERT AVENUE	LOS ANGELES CA 90008-2821

11/5/11

00/00/2011 16:10:27 FAX 214 99990

NATIONWIDE LEGAL

7



**CAL-WESTERN
 RECONVEYANCE
 CORPORATION**

T.S. NO. 1241071-14
 LOAN NO. 6453

**AFFIDAVIT OF MAILING SUBSTITUTION OF TRUSTEE
 PURSUANT TO CALIFORNIA CIVIL CODE §2934a**

STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

THE UNDERSIGNED BEING SWORN, SAY(S):

A COPY OF THE SUBSTITUTION OF TRUSTEE HAS BEEN MAILED, PRIOR TO OR CONCURRENTLY WITH THE RECORDING THEREOF, IN THE MANNER PROVIDED IN SECTION 2934a OF THE CIVIL CODE OF CALIFORNIA, TO ALL PERSONS TO WHOM A COPY OF THE NOTICE OF DEFAULT WOULD BE REQUIRED TO BE MAILED BY THE PROVISIONS OF SUCH SECTION.

Dated: NOV - 5 2009


 Susan Meyers

State of California
 County of San Diego

On November 5, 2009 before me, Jeffrey Starling, a Notary Public, personally appeared Susan Meyers, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Seal)

Signature Jeffrey Starling



ASUB DOC

Rev. 10/02/09

Cal-Western Reconveyance Corporation
 325 East Main Street, El Cajon, California 92020 • P.O. Box 22004, El Cajon, California 92022-0004
 TEL: (619) 590-9200 • FAX: (619) 590-9299 • Website: www.cwr.com

11/11/09

EXHIBIT G

This page is part of your document - DO NOT DISCARD



20091994646



Pages:
0003

Recorded/Filed in Official Records
Recorder's Office, Los Angeles County,
California

12/31/09 AT 08:00AM

FEES:	15.00
TAXES:	0.00
OTHER:	0.00
PAID:	15.00



LEADSHEET



200912310240015

00001725903



002459713

SEQ:
13

DAR - Title Company (Hard Copy)



THIS FORM IS NOT TO BE DUPLICATED

135

Recording Requested By:
AURORA LOAN SERVICES

When Recorded Return To:

ASSIGNMENT PREP
AURORA LOAN SERVICES
P.O. Box 1706
Scottsbluff, NE 69383-1706



CORPORATE ASSIGNMENT OF DEED OF TRUST

Los Angeles, California
SELLER'S SERVICING # [REDACTED] 6453 "SMITH"

MERS #: 100131020609891302 VRU #: 1-888-679-6377

Prepared By: Kathleen Olson, AURORA LOAN SERVICES 2617 COLLEGE PARK, PO BOX 1706, SCOTTSBLUFF, NE
50363-1706 308-635-3500

For Value Received, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR AMERICAN MORTGAGE NETWORK, INC., A DELAWARE CORPORATION ~~ITS~~ SUCCESSORS OR ASSIGNS hereby grants, assigns and transfers to AURORA LOAN SERVICES LLC at 2617 COLLEGE PARK, SCOTTSBLUFF, NE 69361 all beneficial interest under that certain Deed of Trust dated 11/13/2006, in the amount of \$556,000.00, executed by TIA DANIELLE SMITH, AN UNMARRIED WOMAN to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR AMERICAN MORTGAGE NETWORK, INC., A DELAWARE CORPORATION and Recorded: 12/08/2006 as Instrument No.: 20062728009 in Los Angeles, California

Together with the note or notes therein described or referred to, in said Deed of Trust, the money due and to become due thereon with interest, and all rights accrued or to accrue under said Deed of Trust.

IN WITNESS WHEREOF this instrument is executed,

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR AMERICAN MORTGAGE NETWORK, INC., A DELAWARE CORPORATION ITS SUCCESSORS OR ASSIGNS
On October 1st, 2008


THEODORE SCHULTZ, Vice-President



3

(This area for notarial seal)

12-18020-mg Dec 7 2016 Filed 08/22/14 Entered 08/22/14 16:39:15 Exhibit 7-4
Shin Diligence Response (Part 2) Pg 259 of 671 of 145

12-18020-mg Dec 7 2016 Filed 08/22/14 Entered 08/22/14 16:39:15 Exhibit 7-4
Shin Diligence Response (Part 2) Pg 259 of 671 of 145

EXHIBIT H

AURORA LOAN SERVICES

P.O. Box 1706
Scottsbluff, NE 68963-1706
www.myAuroraLoan.com

April 11, 2008

██████████ 3976 001
TIA DANIELLE SMITH
4011 HUBERT AVE
LOS ANGELES CA 90008

Re: Mortgage Loan in the original amount of \$556,000.00 to Borrower signer(s) of the Mortgage/Deed of Trust (the "Security Instrument"): Tia Danielle Smith
Property Address: 4011 HUBERT AVE LOS ANGELES CA 90008
Date of Mortgage/Deed of Trust: 11/13/2006
Current Creditor to whom the Mortgage Loan debt is owed: RALI 2007-QO1
Aurora Loan No: ██████████ 6453

Dear Borrower(s):

Aurora Loan Services LLC ("Aurora") is the current servicer of the mortgage loan described above. Aurora is required under federal law to advise you that the total amount you owe, as of the date of this letter is \$592,143.41. Because of interest, late charges, and other charges that may vary from day to day, the amount due on the day you pay may be greater. Hence, if you pay the amount shown above, an adjustment may be necessary after we receive your check, in which event we will inform you before depositing the check for collection. For further information, write the undersigned or call us at 800-609-2696.

Unless you notify us within thirty (30) days after receipt of this letter that the validity of this debt, or any portion of it, is disputed, we will assume that the debt is valid. If you notify us in writing of a dispute, we will obtain verification of the debt or a copy of the judgment against you and we will mail you a copy of such verification or judgment. Upon your request, within thirty (30) days from receipt of this notice, we will provide to you the name and address of the original creditor if different than the current creditor.

If you are currently in bankruptcy or your legal obligation for this debt was previously discharged in bankruptcy, then this paragraph applies to you. Nothing in this letter is to be construed as an attempt to collect a debt against you personally or an attempt to revive personal liability on any discharged debt. References to "debt" elsewhere in this letter should be read as references to amounts secured by the mortgage or deed of trust or comparable security instrument ("Security Instrument"). Although you can not be held personally responsible for making the payments if you are currently in bankruptcy or your debt has been discharged, Aurora still has the right to foreclose on the real property secured by the Security Instrument if the payments are not made or other conditions in the Security Instrument are not met.

If you are not in bankruptcy or have not received a Discharge Order of this debt from a bankruptcy court, then this is an attempt to collect a debt and any information obtained will be used for that purpose.

If you have questions, please contact one of our Customer Service Representatives at the address above or by calling 800-609-2696.

Sincerely,

Aurora Loan Services LLC

INTERNET REPRINT

Mod.

EXHIBIT I

Deutsche Bank



1761 East St. Andrew Place
Santa Ana, CA 92705-4934

Tel 714 247 6000
Fax 714 247 6009

MEMORANDUM

TO: SECURITIZATION LOAN SERVICERS

FROM: DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE
DEUTSCHE BANK TRUST COMPANY AMERICAS, AS TRUSTEE

DATE: July 28, 2008

RE: Advisory Concerning Servicing Issues Affecting Securitized Housing Assets

Each addressee of this Memorandum services mortgage loans on behalf of one or more securitization trusts (the "Trusts") for which Deutsche Bank National Trust Company or Deutsche Bank Trust Company Americas act as trustee (the "Trustee"). This memorandum focuses on certain issues relating to servicing practices that have come to the attention of the Trustee since the issuance of its Memorandum to Securitization Loan Servicers dated August 30, 2007 (the "First Servicer Memorandum"—copy enclosed). Because the issues addressed in the First Servicer Memorandum continue to be relevant in the current servicing environment, the Trustee respectfully requests that all servicers review the First Servicer Memorandum and adhere to the practices that it describes, as well as those described in this Memorandum.

The continued distressed state of residential real estate markets has placed increased burdens on all parties involved in the loss mitigation process, including servicing personnel, third-party contractors and professionals engaged by servicers, government agencies, and borrowers. In addition, the increased numbers of delinquencies and foreclosures, and resulting financial losses, have led to a climate in which the performance of securitization parties is being scrutinized carefully by various constituencies.

Against this background, the Trustee therefore asks that all servicers servicing loans on behalf of the Trusts remain particularly mindful of the following issues.

(1) Foreclosure Procedures: Proof of "Ownership" of Loans. As stated in the First Servicer Memorandum, servicers must exercise diligence to assure that they conduct *all* foreclosures and other actions with respect to REO properties (including actions affecting tenants of such properties) in compliance with all federal, state, and local laws, rules, regulations and court procedures. In recent months, it has been reported that the number of contested foreclosure proceedings has substantially increased nationwide. In the

Securitization Servicers

July 28, 2008

Page 2 of 4

context of these adversarial proceedings, some courts are demanding that the party seeking to foreclose prove "ownership" and other particulars of loans earlier in the proceedings, and with more exacting standards of proof, than has previously been customary. Other courts are evaluating the propriety of various other servicing, foreclosure, and workout practices. Because loan servicers have contractual obligations to handle workouts and foreclosures in compliance with law and in accordance with industry standards, they must make sure that all servicing personnel and professionals handling foreclosures on behalf of the Trusts, including legal counsel retained by servicers, fully understand and comply with these changing standards and legal requirements. Failure to do so may result in servicer liability to the Trusts for losses caused by delays or, in some situations, forfeiture of collateral.

In this regard, the Trustee is concerned that servicers make clear to their servicing personnel and other professionals, including legal counsel retained by servicers, that securitization trusts typically become the owners of, and take title to, mortgage loans at the time the securitization trusts are formed. While the use of powers of attorney to complete recorded chains of title may be appropriate in some circumstances, servicers must take care not to confuse the record regarding the time at which securitization trusts actually first obtain legally enforceable rights in the mortgage loans. Servicers must ensure that loss mitigation personnel and professionals engaged by servicers, including legal counsel retained by servicers, understand the mechanics of relevant securitization transactions, and related custodial practices, in sufficient detail to address such questions in a timely and accurate manner. In particular, servicing professionals must become sufficiently familiar with the terms of the relevant securitization documents for each Trust for which they act to explain and, where necessary, prove those terms and the resulting ownership interests to courts and government agencies.

(2) Proper Description of the Servicer, the Trustee and their Roles in Proceedings.

Servicers act for the benefit of the Trusts, and in the name of the Trustee, but are not themselves the Trustee. Servicing professionals and other agents engaged by servicers have adopted widely varying approaches to identifying the source of their authority. Some say they represent "the servicer," others say they represent "the trustee" or "the trust," and some simply say they represent "the bank" or "the lender." These disparate practices have caused significant confusion regarding the roles of the parties to securitization transactions. The Trustee believes that all persons retained by the servicer should accurately identify the specific role or capacity in which they are acting. For example, an attorney for a servicer foreclosing on a property mortgaged to a securitization Trust would be less accurate in this respect if he or she claimed to be "[Name], Attorney for [Name of Trustee]." A more accurate statement would be "[Name], Attorney for [Servicer Name], Acting for [Name of Trustee] as Trustee of the [Name of Trust]". In no event should servicer-retained foreclosure professionals, including counsel, mislead third parties, including courts, into believing that the Trustee directly controls the foreclosure process or any related litigation process. In addition, the Trustee should never be described as the party who "made" or is in "in the business of

Securitization Servicers
July 28, 2008
Page 3 of 4

making/securitizing" loans. Such descriptions inaccurately reflect the role of a securitization trustee and may expose the Trusts and the Trustee to unwarranted legal liability and expense.

(3) Maintenance of REO Properties. The Trustee has received a number of inquiries and complaints from government officials and community groups about the physical condition of REO properties. Such inquiries and complaints also are receiving increasing attention from the media, law enforcement agencies, and courts. Under standard securitization documentation, loan servicers are expressly responsible for managing all aspects of the REO disposition process, including appropriate maintenance of REO properties. Failure to fulfill these responsibilities may expose the Trusts to financial losses, potentially depressing the value of Trust property and exposing the Trusts to legal and financial liability. Because title to REO properties typically includes the name of the Trustee institution, these failures also expose the Trustee to legal claims and reputational harm. To protect against such consequences, which are likely to give rise to indemnification claims against servicers, the Trustee urges servicers to exercise heightened diligence with respect to REO maintenance and disposition. In addition, we urge Servicers to engage property managers who will take proactive steps to protect REO properties, especially when they are vacant for extended periods of time.

(4) Tracking and Engaging in Public-Private Initiatives. The Trustee urges servicers to stay abreast of and, where appropriate, participate in, governmental policy discussions and rule-making processes that may affect servicing activities. Given the widespread misunderstanding of how securitization transactions work, servicers, trustees, and other financial institutions involved in the administration of securitization transactions should seek to educate others appropriately about the rights and responsibilities of the parties to these transactions. Without adequate understanding and sensitivity to these issues, officials may adopt rules or policies that adversely affect the interests of securitization investors. Active participation in government-industry discussions of these issues may help avert such outcomes. Shortly after the issuance of the First Servicer Memorandum, federal and state banking regulators issued their "Statement on Loss Mitigation Strategies for Servicers of Residential Mortgages." In addition, in December 2007, the American Securitization Forum, in consultation with U.S. Treasury officials, promulgated the "Streamlined Foreclosure and Loss Avoidance Framework for Securitized Subprime Adjustable Rate Mortgage Loans." Both of these documents reflect the kind of careful balancing of policy objectives and contract rights that can be achieved by engaging in responsible substantive discussions with affected constituencies. In addition, the Trustee urges servicers to exercise diligence and, where appropriate, involve or cooperate with law enforcement agencies regarding a variety of unethical and, in some cases, illegal real estate transaction schemes targeting distressed borrowers. In particular, servicers should be on the lookout for third parties who: (a) seek private data concerning borrowers, loans or loan portfolios without proper authorization or (b) purport to act based on an asserted affiliation or association with the servicer, the Trustee or the Trusts. Such practices may subject borrowers, servicers, the Trustee and the Trusts to financial and reputational harm.

Securitization Servicers

July 28, 2008

Page 4 of 4

The Trustee believes that adherence to the foregoing recommendations on a consistent basis will not only protect the interests of investors, but benefit all constituencies by minimizing misunderstandings that impede timely and fair resolution of foreclosure matters.

Thank you for your cooperation.

DEUTSCHE BANK NATIONAL TRUST COMPANY, as Trustee
DEUTSCHE BANK TRUST COMPANY AMERICAS, as Trustee

EXHIBIT J



California Department of
Corporations

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Financial Services Licensee Address Listing

PLEASE NOTE:

- This search includes records for the following Department of Corporations licensees:
 - Mortgage bankers and servicers
 - Finance lenders and brokers
 - Deferred deposit originators also called payday lenders
 - Escrow agents, and
 - Check sellers, bill payers and proraters
- Individual Mortgage Loan Originator (MLO) licenses should be checked through NMLS Consumer Access
- For other Department of Corporations licenses and registrations, please visit our Online Tools page.
- The following companies are licensed to provide online escrow services:
 - [www.escrow.com](#)
 - Elance Escrow Corporation

The Department of Corporations, the Department of Real Estate, the Office of Real Estate Appraisers, and the Department of Financial Institutions regulate most of the real estate financial services in California. To check the license records of all four departments at once visit California Real Estate and Financial Services License Information. The name must contain at least 2 letters.

Your search for (603B764) found the following (1) results:

Lic. Status:	No Longer Licensed as of 9/13/2007	Lic. Date:	Aug 30 2005
Lic. Number:	603B764	Lic. Type:	California Finance Lender
Name:	AMERICAN MORTGAGE NETWORK, INC.		
Address:	10421 WATERIDGE CIRCLE, SUITE 250 SAN DIEGO, CA 92121		

PLEASE NOTE: The Department of Corporations, the Department of Real Estate, the Office of Real Estate Appraisers, and the Department of Financial Institutions regulate most of the real estate financial services in California. To check the license records of all four departments at once visit California Real Estate and Financial Services License Information. The name must contain at least 2 letters.

☒ Company Name Contains ☐ Company Name Begins With

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Company Name: _____

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Business Entity Detail

Data is updated weekly and is current as of Friday, June 15, 2012. It is not a complete or certified record of the entity.

Entity Name:	AMERICAN MORTGAGE NETWORK, INC.
Entity Number:	C2355473
Date Filed:	08/10/2001
Status:	SURRENDER
Jurisdiction:	DELAWARE
Entity Address:	10421 WATERRIDGE CIR
Entity City, State, Zip:	SAN DIEGO CA 92121
Agent for Service of Process:	CORPORATION SERVICE COMPANY WHICH WILL DO BUSINESS IN CALIFORNIA AS CSC - LAWYERS INCORPORATING SERVICE
Agent Address:	2710 GATEWAY OAKS DR STE 150N
Agent City, State, Zip:	SACRAMENTO CA 95833

* Indicates the information is not contained in the California Secretary of State's database.

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20111590675



Pages:
0003

Recorded/Filed in Official Records
Recorder's Office, Los Angeles County,
California

11/23/11 AT 08:00AM

FEES:	18.00
TAXES:	0.00
OTHER:	0.00
PAID:	18.00



LEADSHEET



20111230260004

00004992655



003638185

SEQ:
19

DAR - Title Company (Hard Copy)



THIS FORM IS NOT TO BE DUPLICATED

2

WHEN RECORDED MAIL TO:

AURORA BANK, FSB
2617 COLLEGE PARK DRIVE
SCOTTSBLUFF NE 69361-2294



TRA # 000067
Trust No. 1241071-14

Space Above This Line For Recorder

MAIL TAX STATEMENT TO:

Same as above

Documentary Transfer Tax \$0.00
☒ Grantee was/was not the foreclosing beneficiary.
consideration \$362,500.00
unpaid debt \$685,480.47
non exempt amount \$
_ Computed on the consideration or value of
property conveyed.
_ Computed on the consideration of value less
liens or encumbrances remaining at time of sale.

2

Signature of Declarant or Agent
AP# 5033-016-023

Kolette Modlin

TRUSTEE'S DEED UPON SALE

5570

CAL-WESTERN RECONVEYANCE CORPORATION (herein called trustee)
does hereby grant and convey, but without covenant or warranty, express or implied to
AURORA LOAN SERVICES LLC (herein called Grantee) the real property in the county of LOS
ANGELES, State of California described as follows:

LOT 23 OF TRACT 11193, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE
OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 202, PAGES 18 AND 19 OF MAPS,
RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID LOS ANGELES COUNTY.
The street address and other common designation, if any, of the real property described above is purported to be:
4011 HUBERT AVENUE
LOS ANGELES CA 90008

This conveyance is made pursuant to the authority and powers vested in said Trustee, as Trustee, or Successor
Trustee, or Substituted Trustee, under that certain Deed of Trust executed by
TIA DANIELLE SMITH, AN UNMARRIED WOMAN as Trustor, recorded December 08, 2006, as
Document No. 20062729009, in Book XX, page XX, of Official Records in the Office of the Recorder of LOS
ANGELES County, California; and pursuant to the Notice of Default recorded September 24, 2009, as
Document No. 09-1452803 in Book XX, page XX of Official Records of said County, Trustee having complied
with all applicable statutory requirements of the State of California and performed all duties required by said
Deed of Trust, including, among other things, as applicable, the mailing of copies of notices or the publication of
a copy of the notice of default or the personal delivery of the copy of the notice of default or the posting of
copies of the notice of sale or the publication of a copy thereof.

19

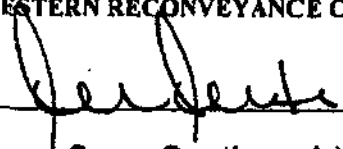
3

TRA # 000067
Trust No. 1241071-14

At the place fixed in the Notice of Trustee's Sale, said Trustee did sell said property above described at public auction on November 16, 2011 to said Grantee, being the highest bidder therefore, for \$362,500.00 cash, lawful money of the United States, in satisfaction pro tanto of the indebtedness then secured by said Deed of Trust.

CAL-WESTERN RECONVEYANCE CORPORATION

Dated: November 16, 2011



Susan Smothers, A.V.

State of California)
County of San Diego)

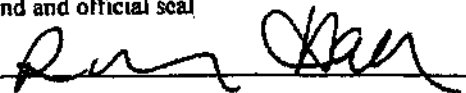
Rosalyn Hall

On NOV 17 2011 before me, _____
a Notary Public, personally appeared Susan Smothers, A.V., who proved
to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies),
and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of
California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

(Seal)

Signature



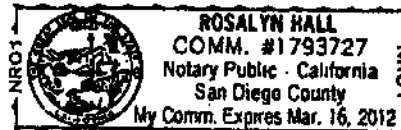


EXHIBIT L

OFFICE OF THE
ASSESSOR-RECORDER
SAN FRANCISCO



PHIL TING
ASSESSOR-RECORDER

FORECLOSURE IN CALIFORNIA A CRISIS OF COMPLIANCE

SAN FRANCISCO | FEBRUARY 2012

PREPARED BY

AEQUITAS

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NOTICE: The information contained herein is for informational purposes only and is not legal advice or a substitute for legal counsel. As legal advice must be tailored to the specific circumstances of each case, nothing provided herein should be used as a substitute for the advice of competent counsel.

1. Introduction

The City and County of San Francisco's Office of the Assessor-Recorder retained Aequitas Compliance Solutions, Inc. to review 382 residential mortgage loan transactions (the "subject loans") that resulted in foreclosure sales that occurred from January 2009 through October 2011.² Over this period, there were 2,405 foreclosure sales. The subject loans thus represent approximately 16% of the total. (See Appendix B – Methodology.)

We analyzed the subject loans to determine the mortgage industry's compliance with applicable laws. Specifically, we focused our analysis on important topics relating to six Subject Areas:

- Assignments
- Notice of Default
- Substitution of Trustee
- Notice of Trustee Sale
- Suspicious Activities Indicative of Potential Fraud
- Conflicts Relating to MERS

Our Subject Areas and the topics we explore therein may not be exhaustive. Nonetheless, we believe our analysis presents an accurate picture of the nature and frequency of the mortgage industry's performance respecting compliance with important aspects of California's non-judicial foreclosure laws.

Overall, we identified one or more irregularities in 99% of the subject loans. In 84% of the loans, we identified what appear to be one or more clear violations of law.

² Throughout this paper, we are offering no opinion on the merits of various legal arguments put forth by the industry or those representing homeowners. We simply report the exceptions found based on publicly available facts and our understanding of applicable regulations. We explain our understanding of such regulations in the discussions alongside the specific exception rates presented herein. It is our goal to present only objective findings of facts.

(In this report, we refer to both irregularities and violations as "exceptions").

As Figure 1.1 shows, we found significant exception rates across all Subject Areas.

Figure 1.1 Loans Exceptions by Subject Area

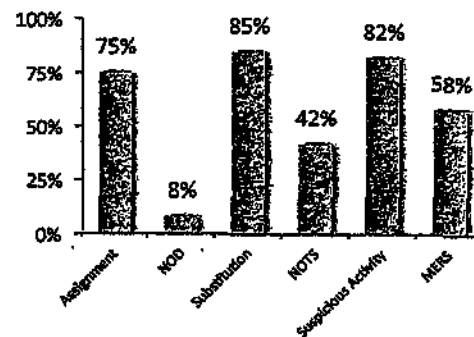


Figure 1.2 illustrates the volume of exceptions. The y-axis represents the percentage of the subject loans with various exception counts. For instance, "≥1" shows the percentage of subject loans with one or more compliance exceptions. Likewise, "≥5" shows the percentage of subject loans with five or more compliance exceptions. The bars show both exceptions representing clear violations of law and those where the facts identify likely or potential violations.

Figure 1.2 Loans with One or More Exceptions

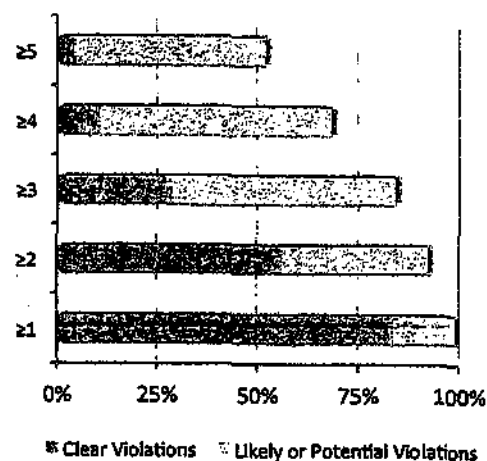
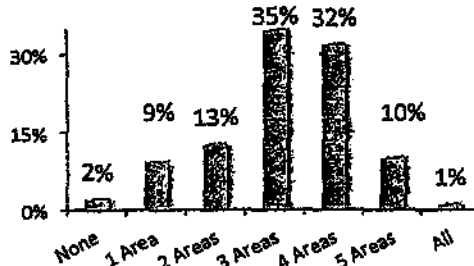


Figure 1.3 shows the percentages of loans with multiple exceptions across different

FORECLOSURE IN CALIFORNIA | A CRISIS OF COMPLIANCE

Subject Areas. The x-axis indicates the number of Subject Areas within which a loan had one or more exceptions. For instance, if a loan had exceptions relating to both Assignments and Substitutions, it would fall into the "2 Areas" category.

Figure 1.3 Loans With Issues Across Subject Areas



35% of the loans had exceptions in three Subject Areas and 32% of loans had exceptions in four Subject Areas. A loan was almost as likely to have no exceptions as it was to have issues in every Subject Area.

Each of these Subject Areas is addressed more fully below. In the Appendices, we provide a brief overview of the securitization process, as well as describe our methodology for performing our analysis.

2. A California Primer

In order to understand the findings of this report and to fully appreciate its significance it is helpful first to have some basic knowledge of residential mortgage lending and the foreclosure process in California.

2.1 Understanding Residential Lending in California

Lenders in California rely almost exclusively on "Deeds of Trust" to secure home loans. The Deed of Trust takes the place and serves the use of a mortgage. A Deed of Trust (or "Trust Deed") is an instrument that secures repayment of a loan and

customarily contains a *Power of Sale* reposing in the Trustee in the event of default. Deeds of Trust are three-party instruments. The borrower (the "Trustor") grants title to the Trustee for the benefit of the lender (the "Beneficiary"). Technically, the title to the real property passes to the "Trustee," usually a title company, whose job it is to hold the bare legal title as well as to foreclose in the event of a default, pursuant to the Beneficiary's instructions, in the underlying obligation. The Trustee reconveys the title to borrower once the loan is paid in full.

In the event of a default, the Trustee files a Notice of Default; however, in many instances, the Beneficiary will substitute another, new Trustee to handle the foreclosure under a *Substitution of Trustee*.

2.2 Understanding Foreclosure in California

In California, lenders can use either the judicial or non-judicial foreclosure process.

Judicial foreclosures require the lender file a civil complaint and record a notice of Lis Pendens. The judicial foreclosure process is much lengthier and requires a court proceeding to be concluded. Further complicating this option, a foreclosed borrower reserves the right to reinstate their loan after the foreclosure sale up to one year after a judicial foreclosure proceeding is completed.

Hence, lenders in California almost exclusively utilize the statutory non-judicial foreclosure process on residential home loans. Also known as a *statutory foreclosure*, non-judicial foreclosures are processed without court intervention, are effectively agreed to by borrowers via the power of sale clause found in the trust deed

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and governed by California Civil Code §2924. Generally, lenders begin the foreclosure process by giving the defaulting borrower a "Notice of Default" or "NOD." This is the first document that must be recorded as part of the non-judicial foreclosure process. If the borrower is unable to make payment after three months, the trustee can begin the auction of property by filing and mailing to the borrower a "Notice of Trustee's Sale."

One of the most important differences between a judicial and non-judicial foreclosure is the amount of judicial oversight: in the former the lender sues the borrower while in the latter it is the borrower who has to involve the courts. Furthermore, under the non-judicial foreclosure process homes are sold without court approval. Therefore, the expedited non-judicial foreclosure process frequently results in little, if any oversight.

Indeed, since most foreclosures in California are non-judicial, the borrower has to be the party that brings court oversight to the foreclosure process, if a court is to be involved at all.

3. Why This Is Important

We hope this report will achieve two goals. The first is to illustrate and explain foreclosure processing issues in a way that allows everyone—no matter their mortgage knowledge or association with the crisis—to understand them. Second, we hope to open a dialogue on the importance of ensuring compliance with these laws so that corrective action can take place. This means both working productively with the mortgage industry to improve compliance and effecting legislative change so that the law more accurately reflects California's modern mortgage market.

For the most part, Cal. Civ. Code §2924 and California's foreclosure laws generally are concerned with imposing procedural obligations on foreclosing Beneficiaries and providing due process rights to homeowners in order to ensure that the streamlined non-judicial foreclosure process is not abused. Because non-judicial foreclosure is a "drastic sanction" and a "draconian remedy," courts have generally required strict compliance with statutory requirements.²

It is worth noting that the process was created long before things such as the secondary market and mortgage brokers existed. When the laws were first enacted, lenders "originated-to-hold" loans for their portfolio and rarely sold mortgage loans.

Many mortgage industry advocates correctly point out that much of Cal. Civ. Code §2924 deals with technical requirements and that inadvertent violations should not provide windfall remedies to reckless borrowers.

While there is much merit to this argument, it ignores legitimate victims for whom Cal. Civ. Code §2924 serves as a last check on abusive lending practices and illegal foreclosures.

Reckless borrowing notwithstanding, much publicly available evidence suggests that there are indeed many legitimate victims of abusive lending and servicing practices.

For example, a remarkable report published by the inspector general for the FDIC reveals that at the peak of subprime originations approximately 83% of FDIC-regulated institutions were cited for patterns of "significant compliance violations."³ 26% of were violations of the

² *Miller v. Cote*, 127 Cal. App. 3d 888, 894 (1982).

³ FDIC, Report No. 06-024, September, 2006

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Truth In Lending Act (TILA) violations. TILA is the cornerstone federal regulation intended to protect consumers from inaccurate and unfair disclosure of the cost of a credit transaction, such as the interest rate and payment schedule of a mortgage loan.

In other words, FDIC-regulated lenders were struggling to accurately and fairly present to borrowers the amount and timing of their required loan payments. Presumably, then, at least some homeowners who suddenly and unexpectedly saw their mortgage payments spike 10% had cause to complain.

We presume these violations were even higher for lenders outside the FDIC's purview. These include the state-licensed, non-depository lenders—such as Ameriquest and New Century—who were responsible for originating 52% of subprime mortgages.⁴ News accounts are replete with former employees acknowledging they routinely hid fees, fabricated data and forged documents. There is, for instance, the infamous story of how loan officers for one such lender used “a brightly lighted Coke machine as a tracing board, copying borrowers’ signatures on an unsigned piece of paper.”⁵

These widespread, though certainly not universal, practices did not stop at the origination stage. In fact, the securitization-spurred boom in originations ultimately made it infeasible to carry out large-scale foreclosures once the market turned.

Evidence of this can found in an April 2011 Interagency Review⁶ by the Federal

Reserve, OCC and OTS of servicers, which found critical weaknesses in servicers’ foreclosure processes and oversight and monitoring of third-party vendors, including foreclosure attorneys. These weaknesses resulted in unsafe and unsound practices and violations of applicable federal and state laws, elevating the agencies’ concern that “widespread risks may be presented—to consumers, communities, various market participants, and the overall mortgage market.” The servicers included in this review represented more than two-thirds of the servicing market.

Given these well-documented and widespread origination and servicing issues, it is not implausible that there are homeowners who are alleged to have defaulted on loans to which they never fully agreed to and, further, are being foreclosed upon by lenders that might not even own such loans. The fact that these homeowners borrowed something, on some terms, from someone should not be enough to rob them of their due process right.

Importantly, we are not asserting that every distressed borrower is a victim and that the mortgage industry is collectively guilty of defrauding homeowners. Certainly many borrowers knowingly and recklessly overextended themselves. Furthermore, the remarkable growth of the U.S. housing markets is a consequence of, and its future stabilization depends heavily upon, the responsible actions of many of the industry’s leading participants.

Rather, we can deduce from the public evidence that there are indeed legitimate victims in the mortgage crisis. Whether these homeowners are systematically being deprived of legal safeguards and due process rights is an important question.

⁴ Source: Federal Reserve Board based on Home Mortgage Disclosure Act data

⁵ “Workers Say Lender Ran ‘Boiler Rooms’”, *Los Angeles Times* (February 4, 2005)

⁶ Interagency Review of Foreclosure Policies and Practices, April 2011

Civ. Code §2924 affords those homeowners certain rights, including in some cases the right to stop or slow foreclosure proceedings. Furthermore, as we shall see, violations of Civ. Code §2924 and California's other foreclosure requirements are sometimes indicative of broader, substantive consumer protection issues.

Therefore, widespread non-compliance with such regulations is a matter that warrants the serious attention of the legislature and the courts.

4. How This Relates to the Foreclosure Settlement

This report is being published within a week of the announcement that 49 state attorneys general and the federal government have reached agreement on a joint state-federal settlement with the country's five largest loan servicers regarding some aspects of the servicer's foreclosure practices. It is worth briefly discussing how this report relates to that settlement.

As of the date of this publishing, federal and state officials have not yet made public the agreement and its final wording is still being drafted. However, the general principles are known. The agreement settles only some aspects of the lender misconduct relating to the foreclosure crisis and, with respect to those, does not resolve all legal claims. Consequently, based on our understanding, the settlement does not resolve most of the issues this report identifies, nor immunizes lenders and servicers from a host of potential liabilities arising therefrom.

State and federal authorities can pursue criminal actions and also punish wrongful conduct related to the bundling and sale of mortgage loans into investment securities, among other things. For instance, the

settlement would not release lenders from charges arising under California Penal Code §115, which states that any person who "knowingly procures or offers any false or forged instrument to be filed, registered, or recorded in any public office within this state, which instrument, if genuine, might be filed, registered, or recorded under any law of this state or of the United States, is guilty of a felony."

Moreover, the settlement does not provide a release for any private claims by individuals or any class action claims.

All this notwithstanding, if nothing else, this report provides a fuller context for understanding the general nature and extent of the problems precipitating California's participation in the settlement. To our knowledge, this is the first public study to provide a rigorous, quantifiable analysis of foreclosure practices in California.

Until now, public information in California regarding the variety and frequency of improper foreclosures has been largely anecdotal. This is because, as we discussed in Section 3, California's expedited non-judicial foreclosure process results in little, if any, oversight of foreclosing entities. In contrast, states with more rigorous judicial foreclosure requirements have uncovered and exposed patterns of servicer misconduct.⁷ The results of this report, therefore, provide the transparency to better understand this important and timely development.

⁷ See: Office of the Attorney General of the State of Florida, Economic Crimes Division, "Unfair, Deceptive and Unconscionable Acts in Foreclosure Cases: Presentation to the Florida Association of Court Clerks and Controllers" (2010). Note that Florida is a judicial foreclosure state.

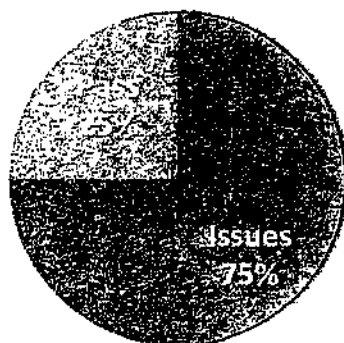
5. Presentation of Findings

In this section we provide detailed findings from our analysis organized by the Subject Areas identified in Section 1. For each Subject Area (such as Assignments or Notice of Trustee's Sale) we focus on particular topics (such as chain of title issues or timing requirements). In addition to a Subject Area's overall exception rate (which combines all topics), we show the exception rates and explanatory discussion for each topic.

5.1 Assignments

When a lender decides to sell a trust deed to another lender or to a party to a securitization transaction⁸, the lender signs an assignment of the deed of trust in favor of the new lender. This assignment typically includes an assignment of the Note the Deed of Trust secures and gives the new lender the same lien on the property that the original lender had under the trust deed. The new lender essentially steps into the shoes of the old lender.

Figure 5.1 Loans with Assignment Issues



While we observed a meaningful number of issues relating to Assignments, we focused specifically on five topics: recordation of conflicting assignments, conflicts between federal filings (usually filings with the Securities Exchange Commission) and

recorded documents, Assignments ostensibly executed by the Trustee or Servicer, assignees ostensibly signing for assignors and potential issues relating to Assignments filed subsequent to the Notice of Default.

Overall, 75% of the subject loans contained one or more exceptions relating to these five topics.

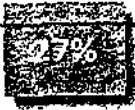
A discussion of the five topics and our findings are set forth below. The percentages highlighted in the shaded boxes indicate the exception rate for each topic.

6% *Recordation Of Conflicting Assignments:* In 6% of the subject loans, two or more conflicting Assignments of the Deed of Trust were recorded, purporting to transfer ownership of the Deed of Trust to two or more separate entities. For these loans, the conflicting transfers make it impossible for both recorded Assignments to be legally valid. In such cases, there is a strong possibility that neither of the recorded Assignments is legally valid. At the very least, the conflicting Assignments challenge the power and authority of the entities foreclosing on the property and call into question whether the foreclosing Beneficiary does in fact own the loan.

23% *Conflicts Between Federal Filings And Recorded Documents:* In 23% of the subject loans, the foreclosure documents contradict the findings of a securitization audit regarding who is the true, current owner of this loan. Specifically, federal securities data regarding the ownership of the loan contradict the documents filed at the County Recorder's office.

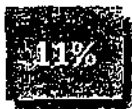
⁸ See Appendix A for a primer on securitization.

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Assignments that are ostensibly executed by the Trustee or Servicer: 27% of the time we found evidence

to suggest that the original or prior owner of the loan may not have signed the Assignment and that it instead was improperly signed by an employee of the Servicer or Trustee. We suspected this because the name of the person that executed the Assignment of the Deed of Trust was verified to be an employee of the Trustee or the Servicer. The original owner or a subsequent owner of the loan must execute the Assignment of the Deed of Trust. It is unlikely that an employee of the Trustee or the Servicer was a prior owner of the loan. Moreover, it is unlikely that the employee of the current entity claiming to be Beneficiary was, in fact, an agent of a prior owner, as this suggests the prior owner signed an unrecorded document granting authority to assign the Deed of Trust rather than simply signing the Assignment itself. More likely, the chain of title to such loans has been broken and the written transfers from the original owners to the current entities claiming to be Beneficiary do not exist. The possible undocumented or, worse, nonexistent transfers of the loan may explain why the prior, known owner of the loan did not execute the Assignment.



Assignees Ostensibly Signing For Assignors: Additionally, 11% of the time we found evidence to suggest the prior

owner of a subject loan may not have signed the Assignment and that instead the assignee signed also as assignor. This is suspected because the name of the person that signed the Assignment as assignor was verified to be an employee of the entity claiming to be the current Beneficiary. (Note that this differs from the topic examined immediately above. Above, the Substitution appears to be executed by the

Trustee or Servicer. Here, simply put, an apparent employee of the buyer of the loan has executed the assignment on behalf of the seller.) The original owner or a properly assigned subsequent owner must execute the assignment of the Deed of Trust. It is unlikely that an employee of the entity claiming to be the current Beneficiary was also a prior owner of the loan. Moreover, it is unlikely that the employee of the current entity claiming to be Beneficiary was an agent of a prior owner, as this suggests the prior owner signed an unrecorded document granting authority to assign the Deed of Trust rather than simply signing the Assignment itself. More likely, the chain of title to this loan has been broken and the written transfers from the original owners to the current entity claiming to be Beneficiary do not exist. The possible undocumented transfers of this loan may explain why the prior known owner of the loan did not execute the Assignment.



Potential Issues Relating to Assignments Filed After The Notice Of Default: For 59% of the subject loans, an

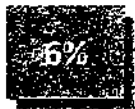
Assignment of the Deed of Trust was filed subsequent to the Notice of Default. Therefore, the persons filing the Notice of Default claimed at that time to represent one purported Beneficiary and then, subsequently, stated that the actual Beneficiary was another person/entity. It is possible that the order and substance of these notices caused a failure to comply with Cal. Civ. Code §2923.5. This could indicate that the Notice of Default was not executed under the proper authority of the true Beneficiary of this loan. Cal. Civ. Code section §2924(a)(1)(C) expressly requires that a Notice of Default include "A statement setting forth the nature of each breach actually known to the beneficiary." Furthermore, the Notice of Compliance attached to the Notice of Default may not meet the requirements of Cal. Civ. Code

§2923.5 because that statute requires the actual Beneficiary of the loan to attempt to discuss alternatives to foreclosure with the Borrower. It should be noted that while the new Beneficiary came to light late in the foreclosure process, the new Beneficiary may have purchased the loan years before the Assignment was recorded.

noncompliance does not affect the title to the foreclosed property, as the Legislature did nothing to affect the rule regarding foreclosure sales as final. Therefore, if the property is sold to a bona fide purchaser for value, there is a significant chance that the homeowner will have waived this defect and lose the property.⁹

5.2 Notice of Default

Before commencing the foreclosure process, California requires the recordation of a Notice of Default in the county in which the property is located. Importantly, a lender is not required to record a Notice of Default simply because one or more payments are not met. In fact, a lender may decide not to record the Notice of Default until after a loan is in substantial default—sometimes six months or more past due. However, a Notice of Default must be filed to set California's non-judicial foreclosure process in motion.



Pursuant to Cal. Civ. Code §2923.5, lenders are required to first contact the borrower "in person or by telephone"

to "assess the borrower's financial situation and explore options for the borrower to avoid foreclosure," thirty (30) days prior to recording a Notice of Default against a property. We found that 6% of the foreclosures did not comply with Cal. Civ. Code §2923.5 because no affidavit attesting to compliance was filed.

§2923.5 was enacted in 2008 to encourage communication between lenders and borrowers prior to commencement of non-judicial foreclosure. The extent of the private right of action for non-compliance is limited to obtaining a postponement of an impending foreclosure to permit the lender to comply with the statute. In cases where a foreclosure sale has already been held,

5.3 Substitution of Trustee

In most instances, the original Beneficiary will substitute another trustee to handle the foreclosure under a *Substitution of Trustee*. Substitute trustees are typically firms that specialize in default servicing needs and foreclosure processing.

Where there is a successor Trustee, there can be no valid non-judicial foreclosure where the trustee under the original deed of trust is not properly substituted with a "recorded" document. To avoid confusion and litigation, there cannot be at any given time more than one person with the power to conduct a sale under a Deed of Trust. Therefore, failure to execute or record a Substitution of Trustee is a substantial defect and impacts a right afforded to borrowers to know whom the Trustee is that will sell their property at a foreclosure sale. As such, the sale may be void.

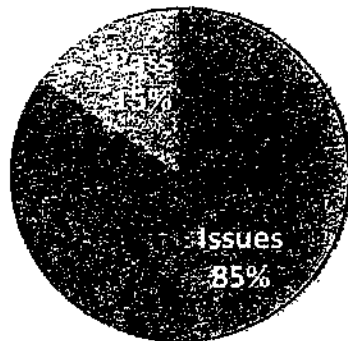
While we observed a meaningful number of issues relating to Substitutions of Trustee, we focused on four topics: invalid Substitutions subsequent to the Notice of Default, Substitutions recorded subsequent to the filing of the Notice of Trustee Sale, Substitutions executed by an entity other than the Beneficiary and other suspicious executions.

⁹ See *Mabry v. The Superior Court of Orange County*, No. G042911 (June 2, 2010)

Overall, 85% of the subject loans contained one or more exceptions relating to these four topics.

A discussion of the four topics and our findings are set forth below. The percentages highlighted in the shaded boxes indicate the exception rate for each topic.

Figure 5.33 Loans with Substitution Issues



18%

Invalid Substitutions After The Notice Of Default:

In 18% of the subject loans the Substitution of Trustee was not executed in compliance with Cal. Civ. Code §2934a therefore the Substitution and any document filed by the new Trustee may be invalid. The Substitution of Trustee was recorded after the Notice of Default was recorded, but the required Declaration of Mailing was not included as required by Cal. Civ. Code §2934a (b) and (c). The Substitution of Trustee is defective and, therefore, any documents signed by the new Trustee lack proper authority and any sale of the underlying property may be void. It's worth noting that we are not presuming that the Substitution was never actually mailed to the homeowner; rather, we are concluding that a valid Substitution of Trustee was not effectuated because the statutory requirements were not met.

3%

Substitution is Recorded Subsequent To The Filing Of The Notice Of Trustee Sale:

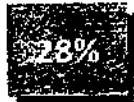
We found that 3% of the time the Substitution of Trustee was recorded after the Notice of Trustee's Sale was recorded. Such action is a violation of Cal. Civ. Code §2934a and may invalidate the foreclosure documents filed by the new Trustee. Cal. Civ. Code §2934a requires that only the original trustee or a properly substituted trustee has the power to file a Notice of Trustee's Sale and actually sell a property at a Trustee's sale. Under this statutory provision, the Substitution of Trustee must be filed prior to or currently with the Notice of Trustee's Sale. If a Substitution of Trustee is never properly filed in the County Records office, then the current purported Trustee may not have the authority to foreclose on the subject property. An incorrect Substitution of Trustee or failure to file a Substitution of Trustee could invalidate the foreclosure process. While there is a relatively small exception rate associated with this topic, such violations in combination with exceptions elsewhere suggest the possibility of fraud and should be investigated accordingly.

85%

Substitution Executed By An Entity Other Than The Beneficiary:

For 85% of the subject loans, the Substitution of Trustee was not executed by the Beneficiary of the loan. Therefore, the instrument may be invalid unless it was signed with the express authority of the Beneficiary. Specifically, the original lender or a properly assigned beneficiary did not execute the Substitution of Trustee. Cal. Civ. Code §2934a (a)(1) states that only the current Beneficiary of the loan has the authority to execute a valid Substitution of Trustee. Therefore, a successor Trustee must be appointed by the original Lender or a properly assigned Beneficiary. If the new

Trustee was not appointed by the current Beneficiary, the new trustee does not have the authority to foreclose on the subject property or execute the statutorily required notices. Careful verification that the entity that executed the Substitution of Trustee is the actual owner of the loan is critical to a determination of whether the Substitution of Trustee is valid.



Other Suspicious Executions of Substitution:

In 28% of the subject loans, we found reason to suspect the execution of the Substitution was unauthorized. Specifically, there were questions as to whether the Substitution of Trustee was signed by a person who is an actual employee of the entity executing the Substitution. Pursuant to Cal. Civ. Code §2934a (a)(1), a Substitution of Trustee may only be validly executed by the Beneficiaries under the Deed of Trust or their successors in interest. This suggests that an employee or agent of a duly authorized company purporting to execute the Substitution of Trustee must actually sign the document. In these cases, the individuals signing the Substitutions of Trustee were not actual employees of the companies purporting to execute the Substitution. This information was verified through a database with the names of employees of several Trustee companies that frequently sign foreclosure documents. The entity that executed the Substitution may claim that it acted as the agent of the Lender or Beneficiary. However, if this is not the case (as has frequently been shown), any unauthorized execution may invalidate the Notice of Default and Notice of Trustee's Sale.

5.4 Notice of Trustee Sale

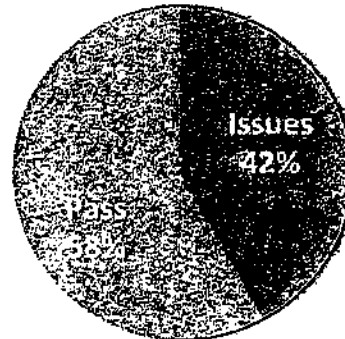
The Notice of Trustee's Sale (NOTS) serves as public notice that the auction of the property will be taking place. The Notice of

Trustee's Sale can be recorded three (3) months after recording the Notice of Default. The trustee sale date must be no earlier than 20 days after Notice of Trustees Sale is recorded.

While we observed a meaningful number of issues relating to the Notice of Trustee's Sale, we focused on three topics: early filing of NOTS, early actual or planned sale and the NOTS not executed by authorized Trustee.

Overall, 42% of the subject loans contained one or more exceptions relating to these three topics.

Figure 5.4 Loans Notice of Trustee's Sale Issues



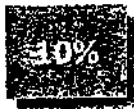
A discussion of the three topics and our findings are set forth below. The percentages highlighted in the shaded boxes indicate the exception rate for each topic.



Early Filing of NOTS: 2% of the time the Notice of Trustee's Sale was not filed in compliance with Cal. Civ.

Code §2924 because three months did not elapse since the Notice of Default was recorded. The Notice of Trustee's sale was recorded less than three months after the Notice of Default was recorded in the official County Records. Failure of the trustee to give the homeowner the statutorily required time to cure the default is a violation of the homeowner's due

process rights. Generally, absent any other wrongdoing, the practical consequence of this violation is to delay the foreclosure proceedings until all notices are properly filed and timing requirements met.



Early Actual or Planned Sale:

In 10% of the subject loans, the actual or planned sale of the property was scheduled less than 20 days after the Notice of Trustee's Sale was recorded. A sale of the property by the Trustee may not occur until twenty days after the Notice of Trustee's Sale is executed and given to the homeowner. In the case of the affected loans, the Cal. Civ. Code §2924(f) notification requirements were not met and/or the Trustee did not wait until twenty days after the Notice of Trustee's Sale was recorded to sell the property. Non-compliance with the timing requirement may invalidate the foreclosure sale or delay the sale. Failure of the Trustee to give the homeowner the full 20 days to respond to the notice of sale is a violation of the homeowner's due process rights.



NOTS not executed by authorized Trustee: 34% of the time the original Trustee or a properly substituted

Trustee did not execute the Notice of Trustee's Sale. Therefore, the Notice of Trustee's Sale was not executed by the proper Trustee. This should void the Notice and any Trustee's Sale by that entity. The Deed of Trust and California foreclosure statutes give exclusive power to the original Trustee or a properly substituted Trustee to file a Notice of Trustee's sale and sell the property at a Trustee's sale (see Section 5.3). Because the authorized Trustee did not execute the Notice of Trustee's Sale, the Trustee's sale may be void.

5.5 Suspicious Activity and Other Issues

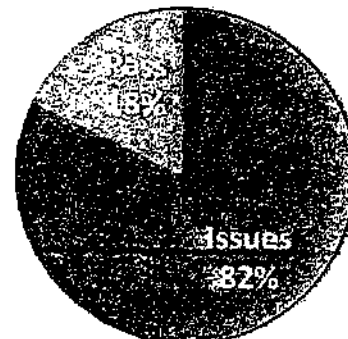
Charges that some of the largest mortgage servicers are engaged in fraudulent practices continue to be made. These practices include: fabricating documents that should have been signed years ago and submitting them as evidence to foreclose on homeowners, back-dating documents and robo-signing (using fake signatures to power through foreclosure documents).

It is sometimes difficult to prove fraudulent practices with certainty. However, by reviewing documents and signatures against public and proprietary databases, we were able to identify numerous specific instances of potential abusive practices. We refer to these instances as "Suspicious Activity."

While we observed a meaningful number of issues relating to Suspicious Activity, we focused on three topics: "strangers" to the deed of trust purporting to be Beneficiaries, back-dating of documents and incorrectly executed documents.

Overall, 82% of the subject loans contained one or more exceptions relating to these three topics.

Figure 5.5 Loans with "Suspicious Activity"



A discussion of the three topics and our findings are set forth below. The percentages highlighted in the shaded

boxes indicate the exception rate for each topic.

45%

"Strangers" to the Deed of Trust Purporting to Be Beneficiaries:

For 45% of the subject loans, the property securing a loan was sold at auction to an entity that is claiming to be the Beneficiary of the Deed of Trust when that entity is not the original Beneficiary and either (1) no Assignment of the Deed of Trust was ever recorded granting a beneficial interest to that entity or (2) such assignment was recorded *after* such sale. In other words, a "stranger" to the Deed of Trust purported to be the foreclosing Beneficiary of the subject property and was granted ownership of said property at the Trustee's Sale. This entity was not the original Beneficiary of the Deed of Trust and no assignment of the Deed of Trust has been recorded assigning the beneficial interests of the Deed of Trust. This is an issue because such entities do not convey any money for the subject property, but instead made a credit bid at the auction. The California foreclosure statutes state that only the Beneficiary of the Deed of Trust can make a credit bid at a foreclosure auction. Without proof of the ownership of the beneficial interests in the Deed of Trust, the entity that was granted ownership of the subject property may not have good title to the property and the Trustee's Sale to this unauthorized "stranger" may be invalid. The fact that an Assignment of the Deed of Trust was never recorded could indicate that the chain of title for such loans cannot be established. Further, only foreclosing beneficiaries have the right to be exempt from the payment of transfer taxes charged by government agencies. If the foreclosing party was not, in fact, the foreclosing beneficiary then the transaction may involve the unlawful evasion of taxes.

59%

Back-Dating Of Documents: We found evidence in 59% of the subject loans that one or more of the foreclosure documents recorded against the subject property were back-dated (i.e. there is a time discrepancy between the document date and the notary's date or the recording date). Creating a false date of signature is a potentially serious issue as many of these documents carry penalties for perjury or other violations of California's Penal Code. It should be noted that there may have been a legitimate reason for the discrepancy between the document date and the recording date, such as the document was properly executed but mishandled prior to recordation.

10%

Incorrect Execution of One or More Documents:

In 10% of the subject loans we found instances where one or more of the foreclosure documents were incorrectly executed for reasons other than those already discussed above. A natural person must sign each document recorded in the foreclosure process, including all Assignments, Substitutions of Trustee, the Notice of Default and the Notice of Trustee Sale. Documents not bearing signatures of natural persons may be invalid.

5.6 MERS Conflicts and Results

The Mortgage Electronic Registration System (MERS) is a private corporation that tracks the ownership interests and servicing rights in mortgage loans, allowing the parties to the securitization process (described in Appendix A) to buy and sell the loans without having to record transfers with the county.

Mortgage Electronic Registration Systems, Inc. and MERSCORP, Inc. were created by Fannie Mae, Freddie Mac, Ginnie Mae, the Mortgage Bankers Association of America

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and large mortgage banks to provide an electronic registry for tracking ownership interests and servicing of mortgage loans. MERS played a unique role during the advent and subsequent boom of the securitization market for residential mortgage loans.

MERS members can sell mortgage loans without having to record each transfer in county offices thus eliminating the need for frequent recorded assignments of mortgages and deeds of trust. MERS asserts to be the owner (and the owners agent) of the security interest indicated by trust deed and registers assignments of beneficial interests through its system.

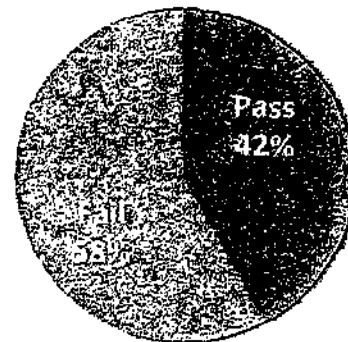
MERS maintains that by eliminating the need to file assignments in the County Records it lowers costs for lenders and consumers by reducing county recording fee expenses resulting from real estate transfers. MERS further maintains that it provides a central source of information and tracking for mortgage loans, although a transfer between two MERS members is effectively unknown to those outside the MERS system.

The scope of this segment of our investigation involves the disclosure of the investor (Beneficiary) as named in the MERS system versus the investor (Beneficiary) information as named on the Trustee's Deeds upon Sale and/or Assignments of Deeds of Trust that have been recorded in the San Francisco County Recorder's Office.

A Trustee's Deed Upon Sale must name a foreclosing beneficiary, who is the grantee of the beneficial interest under the Deed of Trust. We compared this information to the investor information indicated in the MERS system. All entities that did not match the MERS database were identified as conflicts.

The foreclosing beneficiaries as named in the Trustee Deeds were either entered as a "wildcard" grantee (that is a foreclosing beneficiary grantee whereby there was no assignment to that entity) or the foreclosing beneficiary grantee was named subsequent to a sale by an assignment. In either case, if this entity was different than the investor as named in the MERS database a conflict was tallied.

Figure 5.6-A MERS Conflicts with TDUS

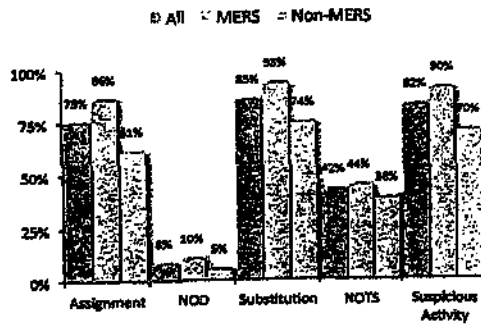


Investor information was available from the MERS database on 192 of the 382 subject loans. The investigation resulted in 112 loans whereby the beneficiary as entered on the Trustee's Deed upon Sale conflicted with the investor information present on the MERS database. This is a 58% failure rate.

In addition to investigating conflicts between MERS and the County Records, we also analyzed the MERS-registered loans separately from the Non-MERS loans across all Subject Areas (excluding MERS Conflicts, which of course only includes MERS loans). As Figure 5.6-B illustrates, MERS-registered loans had a higher exception rate in each Subject Area.

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Figure 5.6-B Comparing MERS Loan Exceptions Rates



As always, it is important to keep in mind that correlation does not imply causation. Indeed, there are many possible explanations for the correlation between a loan's exception rates and whether it is MERS-registered.

Securitization practices may be a significant causative variable explaining these results. In general, MERS loans are more likely to be securitized. Indeed, facilitating the multiple sales and assignments required by the securitization process is a primary objective of MERS. As Appendix A shows, securitization involves multiple transactions among multiple parties, creating more opportunities for error and introducing moral hazard among various parties with different interests. On the other hand, loans originated for a lender's portfolio do not present the same issues.

Another possible explanation is that beneficiaries relying on the County Records, as opposed to the private MERS registry, are more likely to ensure that all legal instruments are valid, executed and retained.

6. Conclusion

If there is one lesson to take away from this report it is that, with so many homes being foreclosed and with so little oversight, California's foreclosure process appears utterly broken.

What is at stake here is more than merely fairness and minimal due process. Foreclosures impact not only homeowners but also entire communities and housing markets. The integrity of California's record title system is also at stake because the validity of title for subsequent purchasers is dependent on those that precede it.

The mortgage industry, for its part, asserts it is taking vigorous steps to work at its shortcomings. The paradox is that the foreclosure crisis has been caused by their successes as much as their failures. During the boom, poor underwriting and documentation standards made possible the blistering rate of originations and securitizations. While it invested heavily in production, the mortgage industry did not apply commensurate resource and ingenuity to the quality control and servicing function. Consequently, outmoded infrastructure and incomplete, or missing, loan documentation made it infeasible to carry out large-scale foreclosures.

As regards the current crisis, it is difficult to imagine how the industry can cost-effectively solve these problems *ex post facto*. Going forward, however, much can be done to improve the entire mortgage loan value chain in order to mitigate the potential for these failures to recur in the future.

So far as public policy is concerned, supervisory and enforcement activity will likely increase until the industry can demonstrate the weaknesses and deficiencies in its foreclosure practices have been corrected. But, here too, there is much looking to be had in the mirror. California's real estate laws were designed to address a far simpler, much different market. The mortgage industry has since seen remarkable

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innovation. Considering the extent and consequence of the issues, perhaps it is time for the legislature to be similarly innovative. Ensuring clear chains of title and the integrity of California's record title system are essential to the recovery and stabilization of the state's housing market. Similarly, California's hoary statutory foreclosure process is complicated by outmoded assumptions and problematic ambiguities. It is in the best interest of all—the mortgage industry, securities investors, homeowners and communities—to modernize California's real estate laws so that these issues are more effectively addressed.

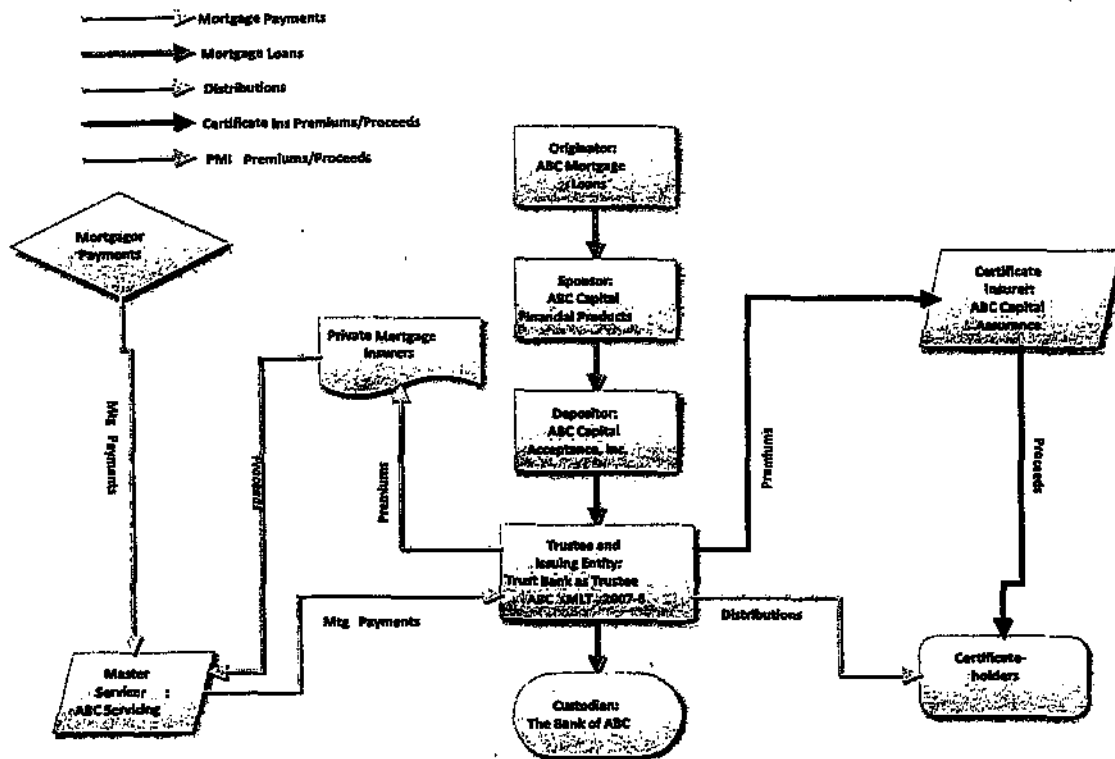
It is not yet clear that the underlying problems that made possible the catastrophic failures and tragedies wrought by the foreclosure crisis have been solved. On this will depend the chances of a recovered mortgage market and a salvaging of the American Dream.

Appendix A - Understanding Securitization

It is important to have a general familiarity with mortgage securitization in order to understand the foreclosure process. Securitization involves a series of conveyances of the note evidencing the residential loan and assignment of the mortgage or trust deed securing it. Therefore, chain of title and beneficial interest issues frequently turn on the securitization trajectories.

Securitization is the process pooling loans into "mortgage-backed securities" or "MBS" for sale to investors. MBS is an Investment Instrument backed by an undivided interest in a pool of mortgages or trust deeds. Income from the underlying mortgages is used to pay interest and principal on the securities. Figure A below is a simplified schematic depicting the general securitization process and some of the parties involved.

Figure A - Securitization Schematic



The process begins with *Originators*, which are the lenders (such as banks or finance companies) that initially make the loans to homeowners. *Sponsor/Sellers* (or "sponsors") purchase these loans from one or more Originators to form the pool of assets to be securitized. (Most large financial institutions are both Originators and Sponsor/Sellers.) A *Depositor* creates a *Securitization Trust*, a special-purpose entity, for the securitized transaction. The depositor acquires the pooled assets from the Sponsor/Seller and in turn deposits them into the Securitization Trust. An *Issuer* acquires the Securitization Trust and issues certificates to eventually be sold to investors. However, the Issuer does not directly offer the certificates for

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sale to the investors. Instead, the Issuer conveys the certificate to the Depositor in exchange for the pooled assets. An *Underwriter*, usually an investment bank, purchases all of the certificates from the Depositor with the responsibility of offering to them for sale to the ultimate investors.

What is first important to understand is that to effect the securitization process both the note and trust deed (the security interest) must be assigned from the Originator to the Sponsor/Seller, then from the Sponsor/Seller to the Depositor and, finally, from the Depositor to the Securitization Trust. Each assignee, up until it makes an assignment to the next party along the chain of title, is the beneficiary under the trust deed. There is a break in this chain of title where an assignment is not made or is otherwise invalid.

Also worth noting is that almost all Securitization Trusts elect to be treated as "Real Estate Mortgage Investment Trusts" or "REMICs" pursuant to the rules and regulations of Sections 860A-F of the Internal Revenue Code ("IRC"). Consequently, a Securitization Trust must adhere to certain strict and absolute requirements involving transfers of assets into the trust. The IRC 860 outlines these requirements, which include a condition that all loans that are stated to be in the REMIC trust must be acquired on the startup day of the trust or within three months thereafter. Any other contributions to the REMIC after the startup date or the subsequent 90-day window are treated as a "prohibited transaction". A prohibited transaction is catastrophic to a Securitization Trust as it subjects the entire cash flows of the trust to a minimum 100% tax. For this reason, all parties to a Securitization Trust must strictly adhere to the rules of the trust's Pooling and Servicing Agreement and the Mortgage Loan Purchase Agreement, especially the guidelines regarding conveyances (and assignments) of the assets.

Appendix B – Methodology

The City and County of San Francisco's Office of the Assessor-Recorder randomly selected 382 residential mortgage loan transactions (the "subject loans") that resulted in foreclosure sales that occurred from January 2009 through October 2011. The subject loans included all San Francisco zip codes and comprised proportionally more loans in areas that had a higher rate of foreclosure. Over this period, there were 2,405 foreclosure sales. The subject loans thus represent approximately 16% of the total.

We reviewed all recorded documents. We likewise collected and reviewed extensive information using other public resources, including federal filings (usually filings with the Securities Exchange Commission). Finally, we utilized public and proprietary databases to assist in identifying suspicious activity (such as robo-signing or other execution issues).

The loan reviews were performed by experienced mortgage and legal professionals, utilizing a proprietary rules-based auditing software developed by attorneys expert in mortgage origination, securitization and foreclosure laws.

About Aequitas

Aequitas Compliance Solutions, Inc. ("Aequitas") is a mortgage regulatory compliance consulting firm specializing in complex litigation, investigation and internal audit issues. We work with the mortgage industry and its stakeholders providing accurate, thoughtful and customized analysis, which we present in a clear and persuasive manner. Our experts possess a broad range mortgage and regulatory expertise which enable us to serve large and small companies, law firms and regulators.

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Lou Pizante is a partner at Aequitas where he leads the firm's Regulatory Compliance & Litigation Support practice. Mr. Pizante has more than 15 years experience in mortgage regulation and capital markets. Prior to Aequitas, Mr. Pizante was CEO of Mavent Inc., currently a subsidiary of Ellie Mae, the leading provider of automated regulatory compliance solutions for the mortgage industry. Mr. Pizante has held positions with RBS Securities Inc., Nomura Asset Capital and Goldman Sachs. Mr. Pizante is a frequent author and speaker for various mortgage industry publications and conferences. He holds a bachelor's degree from the University of California at Berkeley and a master's degree and a juris doctorate from New York University. Mr. Pizante is a member of the California Bar Association. He has been recognized as a Future Leader by the Mortgage Bankers Association.

Mark Rappaport is a partner at Aequitas where he leads the firm's Forensic and Investigative Services practice.

Jay Patterson is the owner of Full Disclosure, LLC. Mr. Patterson is a forensic accountant and credentialed Certified Fraud Examiner. He is recognized nationally as one of only a handful of professionals that provide forensic and investigative accounting, examination and analyses related to the areas of mortgage loan servicing and securitization. He has been designated as an expert witness in several court jurisdictions around the country, developed methodologies that are used in the forensic examination and analyses of mortgage loan servicing and securitization transactions. His clients are attorneys and governmental entities. He is a frequent speaker and instructor at various mortgage servicing and securitization seminars and is currently involved in several landmark mortgage related cases. Mr. Patterson is a native of Texas and currently resides in Hot Springs National Park, Arkansas.

Aaron Sheffield is Associate Counsel at Aequitas and is responsible for audit and quality supervision. Mr. Sheffield holds a bachelor's degree from the University of Kentucky and a juris doctorate from Pepperdine University School of Law.

The authors would like to thank Phil Ting, Benjamin Weber and Walter Hackett for their excellent assistance.

EXHIBIT M



Process Loans, Not Paperwork™

5 records matched your search:

MIN: [REDACTED] 300-2 Note Date: 06/21/2006 MIN Status: Inactive
Servicer: Bank of America, N.A. Phone: (800) 669-6607
Simi Valley, CA

If you are a borrower on this loan, you can [click here](#) to enter additional information and display the Investor name.

MIN: [REDACTED] 9130-2 Note Date: 11/13/2006 MIN Status: Inactive
Servicer: Aurora Bank FSB Phone: (308) 220-2240
Scottsbluff, NE

If you are a borrower on this loan, you can [click here](#) to enter additional information and display the Investor name.

MIN: [REDACTED] 5067-6 Note Date: 01/06/2003 MIN Status: Inactive
Servicer: Aurora Loan Services LLC Phone: (308) 220-2240
Scottsbluff, NE

If you are a borrower on this loan, you can [click here](#) to enter additional information and display the Investor name.

MIN: [REDACTED] 3385-2 Note Date: 11/10/2004 MIN Status: Inactive
Servicer: CitiMortgage, Inc. Phone: (800) 283-7918
O'Fallon, MO

If you are a borrower on this loan, you can [click here](#) to enter additional information and display the Investor name.

MIN: [REDACTED] 3366-2 Note Date: 11/17/2004 MIN Status: Inactive
Servicer: FDIC as Receiver for IndyMac Federal Bank, FSB Phone: (888) 206-4662
Dallas, TX

If you are a borrower on this loan, you can [click here](#) to enter additional information and display the Investor name.

[Return to Search](#)

For more information about Mortgage Electronic Registration Systems, Inc. (MERS) please go to www.mers.org
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Select borrower type and enter borrower information to see Investor for MIN [REDACTED] 9130-2.

☒ Investor for Individual Borrower

Your entries may be either upper or lower case.
Fields marked are required.

* Last Name: Smith

* SSN: [REDACTED] - [REDACTED] - 2841

* ☐ By checking this box, the borrower or borrower's authorized representative is attesting to the fact that he or she is in fact the borrower or borrower's authorized representative for the loan in question. Additionally, borrowers wishing to learn the identity of their loan's investor must confirm their identity by entering their last name or corporation name as well as their SSN or TIN. If this information does not match the information contained in the MERS® System for the borrower of the loan, the investor information will not be displayed. Borrowers should verify the results with their loan servicer.

☐ Investor for Corporation/Non-Person Entity Borrower

Your entries may be either upper or lower case.
Fields marked are required.

* Corporation/Non-Person Entity Name: _____

* Taxpayer Identification Number: _____



* ☐ By checking this box, the borrower or borrower's authorized representative is attesting to the fact that he or she is in fact the borrower or borrower's authorized representative for the loan in question. Additionally, borrowers wishing to learn the identity of their loan's investor must confirm their identity by entering their last name or corporation name as well as their SSN or TIN. If this information does not match the information contained in the MERS® System for the borrower of the loan, the investor information will not be displayed. Borrowers should verify the results with their loan servicer.

Servicer: Aurora Bank FSB
Scottsbluff, NE

Phone: (308) 220-2240

Investor: Deutsche Bank National Trust Company Americas as Trustee

EXHIBIT N

<input type="checkbox"/> CORRECTED (if checked)		OMB No. 1545-0077 2011 Form 1099-A	Acquisition or Abandonment of Secured Property
LENDER'S name, street address, city, state, ZIP code, and telephone no. AURORA BANK 2617 COLLEGE PARK PO BOX 1706 SCOTTSBLUFF NE 69361-1706 1-866-521-3828		1 Date of lender's acquisition or knowledge of abandonment 11-16-11	2 Balance of principal outstanding \$ 594,669.63
BORROWER'S name, street address (including apt. no.), city, state, and ZIP code  1-704-64486-0003010-001-1-000-000-000-000 TIA DANIELLE SMITH 4011 HUBERT AVE LOS ANGELES CA 90008		3 4 Fair market value of property \$ 362,500.00	Copy B For Borrower This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if taxable income results from this transaction and the IRS determines that it has not been reported.
		5 If checked, the borrower was personally liable for repayment of the debt <input checked="" type="checkbox"/>	
		6 Description of property 4011 HUBERT AVE LOS ANGELES CA 90008	
		LENDER'S federal identification no. 51-0073416	BORROWER'S identification no. 553-17-2841
		Account number (see instructions) 0021796453	

Form 1099-A

(Keep for your records)

Department of the Treasury - Internal Revenue Service

Instructions for Borrower

Certain lenders who acquire an interest in property that was security for a loan or who have reason to know that such property has been abandoned must provide you with this statement. You may have reportable income or loss because of such acquisition or abandonment. Gain or loss from an acquisition generally is measured by the difference between your adjusted basis in the property and the amount of your debt canceled in exchange for the property, or, if greater, the sale proceeds. If you abandoned the property, you may have income from the discharge of indebtedness in the amount of the unpaid balance of your canceled debt. You also may have a loss from abandonment up to the adjusted basis of the property at the time of abandonment. Losses on acquisitions or abandonments of property held for personal use are not deductible. See Pub. 4681 for information about foreclosures and abandonments.

Property means any real property (such as a personal residence); any intangible property; and tangible personal property that is held for investment or used in a trade or business.

If you borrowed money on this property with someone else, each of you should receive this statement.

Account number. May show an account or other unique number the lender assigned to distinguish your account.

Box 1. For a lender's acquisition of property that was security for a loan, the date shown is generally the earlier of the date title was transferred to the lender or the date possession and the burdens and benefits of ownership were transferred to the lender. This may be the date of a foreclosure or execution sale or the date your right of redemption or objection expired. For an abandonment, the date shown is the date on which the lender first knew or had reason to know that the property was abandoned or the date of a foreclosure, execution, or similar sale.

Box 2. Shows the debt (principal only) owed to the lender on the loan when the interest in the property was acquired by the lender or on the date the lender first knew or had reason to know that the property was abandoned.

Box 4. Shows the fair market value of the property. If the amount in box 4 is less than the amount in box 2, and your debt is canceled, you may have cancellation of debt income. If the property was your main home, see Pub. 523 to figure any taxable gain or ordinary income.

Box 5. Shows whether you were personally liable for repayment of the debt when the debt was created or, if modified, when it was last modified.

Box 6. Shows the description of the property acquired by the lender or abandoned by you. If "CCC" is shown, the form indicates the amount of any Commodity Credit Corporation loan outstanding when you forfeited your commodity.

EXHIBIT O

AURORA LOAN SERVICES2617 COLLEGE PARK • P.O. BOX 1706 • SCOTTSBLUFF, NE 69363-1706
PHONE: 800-550-0508 • FAX: 303-728-7648**REPAYMENT AGREEMENT**

3640021796453534CL08004-30-08

Tia Danielle Smith
4011 Hubert Ave
Los Angeles CA 90008-

RE: Loan No. [REDACTED] 5453

This Agreement made April 30, 2008 by and between AURORA LOAN SERVICES ("Lender") and Tia Danielle Smith (Borrower).

RECITALS

WHEREAS, Lender is the holder and/or servicer of a certain Note made by Borrower(s) on November 13, 2006 in the original principal amount of \$ 556,000 secured by a Security Instrument of even date therewith on the property located at 4011 Hubert Ave, Los Angeles CA 90008.

WHEREAS, Borrower(s) are in default in the payment of monthly installments of principal, interest, escrow and other payments due under the Note and Security Instrument, and have incurred additional expenses due under said Note and Security Instrument, for a total sum of arrears now due of \$ 6,598.48 , consisting of the amounts set forth below:

- | | |
|---|-------------|
| 1. Unpaid monthly payment(s) from 02-01-08 through 04-30-08 | \$ 6,188.34 |
| 2. Accrued Late Charges | \$ 398.14 |
| 3. NSF Charges | \$.00 |
| 4. Corporate Advances/Other Fees* | \$ 12.00 |
| 5. Credit (suspense balance/partial payment) | \$.00 |
| Total Amount Due (the "Arrearage"): | \$ 6,598.48 |

* Corporate Advances include but are not limited to property inspection fees, property preservation fees, legal fees, appraisal fees, BPO fees, title report fees, recording fees, and subordination fees. Other fees may include short payment advances and speed ACH fees.

WHEREAS, as a result of Borrower(s)' default, Lender has the right to require Borrower(s) to make immediate payment in full of all monies remaining unpaid under the Note and Security Instrument.

WHEREAS, Borrower(s) have requested and Lender has agreed to allow Borrower(s) to repay the Arrearage pursuant to a repayment plan on the terms set forth herein.



AURORA LOAN SERVICES

2617 COLLEGE PARK • P.O. BOX 1706 • SCOTTSBLUFF, NE 69363-1706
PHONE: 800-550-0508 • FAX: 303-728-7648

AGREEMENT

NOW, THEREFORE, in consideration of the above Recitals and the promises and mutual covenants herein contained, the parties hereto agree as follows:

1. Term. Unless Lender otherwise agrees in writing, the term of this Agreement shall be deemed to expire on the date the last payment is due from the Borrower(s) under paragraph 3 below.

2. Borrower(s) Admissions. Borrower(s) admit the Arrearage and represent that there are no defenses, offsets or counter-claims of any nature whatsoever to such amounts owing.

3. Borrower(s) Payment of Arrears. Borrower(s) shall repay the arrearage as follows:

a. By executing and returning this Agreement along with the initial installment by the due date and by paying to the Lender monthly plan payments as set forth below. Plan payments are to be paid on or before the installment due date.

PLAN	DATE	AMT	PLAN	DATE	AMT
01	05/12/08	3,100.00	02	06/15/08	3,175.28
03	07/15/08	3,175.28	04	08/15/08	3,175.28
05	09/15/08	3,175.28	06	10/15/08	3,175.28

b. Subject to paragraph 12, upon complying with all of the terms of this Agreement, Borrower(s)' Arrearage will be brought current. Borrower(s) will thereafter receive a monthly billing statement reflecting the current status of the loan and Borrower(s)' regular monthly payment amount. Borrower(s) agree to then resume making the regular monthly payments required under the Note.

4. Default. If Borrower(s) fail to make any of the payments specified in paragraph 3 above on the due dates and in the amount stated, or otherwise fail to comply with each and all of the terms and conditions herein, Lender, at its sole option, may terminate this Agreement without further notice to Borrower(s) and, except as otherwise provided herein, this Agreement shall be of no further force and effect. In such case, all amounts that are owing under the Note and Security Instrument and this Agreement shall become immediately due and payable.

Loan No. [REDACTED] 5453
Page 2 of 5



AURORA LOAN SERVICES

2617 COLLEGE PARK • P.O. BOX 1706 • SCOTTSBLUFF, NE 69363-1706
PHONE: 800-550-0508 • FAX: 303-728-7648

5. No Waiver. Nothing contained herein shall constitute a waiver of any or all of the Lender's rights or remedies including the right to commence/continue collection proceedings, including but not limited to a foreclosure action. Failure by Lender to exercise any right or remedy under this Agreement or as otherwise provided by applicable law shall not be deemed to be a waiver thereof. For example, if Lender decides to accept a partial or untimely payment from Borrower(s) instead of returning such payment or terminating this Agreement as provided herein, Lender shall not be precluded from rejecting a subsequent partial or untimely payment, terminating this Agreement, or taking any other action permitted by applicable law.

6. Status of Default. The Borrower(s) acknowledge:

a. that if Lender previously notified the Borrower(s) that the Note and Security Instrument is (or will be) accelerated and/or due in full, such loan documents remain accelerated and/or due in full, although Borrower(s) may be entitled by law to cure such default by bringing the loan current rather than paying it off. Lender's acceptance of any payments from Borrower(s) which, individually, are less than the total amount due to cure the default described herein shall in no way prevent Lender from continuing with collection action, or require Lender to re-notify Borrower(s) of such default, re-accelerate the loan, reissue any notice recommence any process prior to Lender proceeding with collection action; and,

b. that if, before all Arrearages are paid in full, Borrower(s) or any other party with an interest in the property become subject to a proceeding in bankruptcy, or if the loan otherwise is subject to protection under bankruptcy laws, Borrower(s) hereby understand and agree that all or parts of this Agreement may become invalid and/or that, unless expressly prohibited by law, Lender, at its option, may terminate this Agreement.

7. No Modification. Except as otherwise temporarily provided in this Agreement, the Note and Security Instrument, and any amendments thereto, are ratified and confirmed and shall remain in full force and effect.

8. Methods of Making Payments. The payments Borrower(s) send to Lender pursuant to this Agreement shall be applied, at Lender's sole first to the oldest payments due. Any amounts received by Lender which are less than the full payment then due and owing under this Agreement shall be, at Lender's sole option, (1) returned to Borrower(s), or (2) held by Lender in partial payment balance until a sufficient sum is received by Lender to apply a full payment. If this Agreement is canceled and/or terminated for any reason, any remaining funds in this partial payment balance shall be credited towards Borrower(s)' remaining obligation owing in connection with the loan and shall not be refunded. All payments made to Lender under this Agreement shall (i) contain the Lender's loan number shown above, (ii) unless otherwise agreed to by the lender, be payable by means of cashier's check, Western Union (code city: Bluff, NE) money order, or certified check and (iii) sent to AURORA LOAN SERVICES Attn: Cashiering Department, PO Box 5180, Denver CO 80217-5180.



AURORA LOAN SERVICES

2617 COLLEGE PARK • P.O. BOX 1706 • SCOTTSBLUFF, NE 69363-1706
PHONE: 800-550-0508 • FAX: 303-728-7648

9. Credit Reporting. The pre-Agreement status of your loan will be reported monthly to all respective credit reporting agencies for the duration of this Agreement and thereafter. Accordingly, Lender will report your loan as delinquent if your loan is not completely current under the loan documents, even if you make timely payments to Lender under this Agreement. However, Lender will disclose that you are in a repayment plan. This Agreement does not constitute an agreement by Lender to waive any reporting of the delinquency status of your loan payments. Lender specifically reserves any rights it may have relating to your loan, including any rights it may have under your Note and Security Instrument.

10. Property Taxes, Other Amounts You Agreed to Pay in Your Loan Documents, and Insurance. If Lender does not maintain an escrow account with respect to your loan, it is your responsibility to pay all property taxes, other amounts you agreed to pay, and premiums for insurance by their due date, as required in your loan documents. If Lender does maintain an escrow account with respect to your loan, you agree to forward to Lender, as part of your payments under paragraph 3b, the amounts required to permit the escrow account to contain a sufficient balance so that payments for property taxes and insurance may be made on time. The failure to pay property taxes, other amounts, or insurance before their due date, or if there is an escrow account, to forward to Lender funds so that such payments may be made from your escrow account, shall constitute an event of default hereunder.

11. Entire Agreement. This Agreement sets forth all of the promises, covenants, agreements, conditions and understandings between the parties hereto with respect to the subject matter hereof. This Agreement supersedes all prior understandings, inducements or conditions, express or implied, oral or written, with respect thereto except as contained or referred to herein. This Agreement may not be amended, waived, discharged or terminated orally but only by an instrument in writing.

12. Reinstatement. In the event Borrower(s) cure the arrears by making all the payments required under this Agreement, and are current with the payments then due, and no event of default exists under the loan documents and this Agreement, Lender shall reinstate the Note and Security Instrument according to their original terms and conditions. Due to adjustments which periodically occur to tax and insurance payments, and in interest rates on adjustable rate mortgages over the course of a plan, it is likely that some adjustment to the regular payments may occur which could impact the reinstatement of this account. The Borrower(s) acknowledge that this may occur and that an adjustment may be necessary to the plan or to their payment amount upon completion of the plan. In the absence of such adjustment, the loan will not be completely reinstated by the plan.

Loan No. [REDACTED] 6453
Page 4 of 5



AURORA LOAN SERVICES

2617 COLLEGE PARK • P.O. BOX 1706 • SCOTTSBLUFF, NE 69363-1706
PHONE: 800-550-0508 • FAX: 303-728-7648

13. Time is of the Essence. The Borrower(s) agree and understand that TIME IS OF THE ESSENCE as to all of the Borrower(s) obligations under this Agreement. There is no grace period as to any of such obligations.

14. Assignment by Borrower(s) Prohibited. This Agreement shall be non-transferable by the Borrower(s).

15. Bankruptcy Discharge. Lender recognizes that if you have received a discharge in Bankruptcy, and you were a borrower on the loan that is the subject of this Agreement at the time of the filing of such bankruptcy, this discharge relieves you of all personal liability on the loan and Lender may not attempt to collect this debt from you personally. This Agreement in no way attempts to revive a discharged debt or impose personal liability against you on any such discharged debt; provided, however, in the event of a default, Lender retains the right to enforce its lien against the property, which includes foreclosure.

16. Fair Debt Collection Practices Act Notice. Subject to paragraph 15 above, you are advised that this communication is from a debt collector, is an attempt to collect a debt and any information obtained will be used for that purpose.

If you have any questions regarding this matter, feel free to contact one of our Loan Counselors at the address above or by calling 800-550-0509.

IN WITNESS HEREOF the parties hereto have caused this Agreement to be duly executed as of the date signed.

Dated: 5 / 8 / 08 [Signature]
Tia Danielle Smith

Dated: _____

Aurora Loan Services

Dated: April 30, 2008 By: Christine Castillo
Title: Loan Counselor

SPACE BELOW THIS LINE IS FOR AURORA LOAN SERVICES USE ONLY

Approving Officer: _____ Date: _____

Loan No. [REDACTED] 6453
Page 5 of 5
CL082



EXHIBIT P

2617 COLLEGE PARK • P.O. BOX 1706 • SCOTTSBLUFF, NE 69363-1706
PHONE: 800-550-0508 • FAX: 303-728-7648

REPAYMENT AGREEMENT

3640021796453534CL08006-17-08

Tia Danielle Smith
4011 Hubert Ave
Los Angeles CA 90008-

RE: Loan No. [REDACTED] 6453

This Agreement made June 17, 2008 by and between AURORA LOAN SERVICES ("Lender") and Tia Danielle Smith (Borrower).

RECITALS

WHEREAS, Lender is the holder and/or servicer of a certain Note made by Borrower(s) on November 13, 2006 in the original principal amount of \$ 556,000 secured by a Security Instrument of even date therewith on the property located at 4011 Hubert Ave, Los Angeles CA 90008.

WHEREAS, Borrower(s) are in default in the payment of monthly installments of principal, interest, escrow and other payments due under the Note and Security Instrument, and have incurred additional expenses due under said Note and Security Instrument, for a total sum of arrears now due of \$ 7,624.04 , consisting of the amounts set forth below:

- | | |
|---|-------------|
| 1. Unpaid monthly payment(s) from 03-01-08 through 06-17-08 | \$ 8,251.12 |
| 2. Accrued Late Charges | \$ 398.14 |
| 3. NSF Charges | \$.00 |
| 4. Corporate Advances/Other Fees* | \$ 12.00 |
| 5. Credit (suspense balance/partial payment) | \$ 1,037.22 |
| Total Amount Due (the "Arrearage"): | \$ 7,624.04 |

* Corporate Advances include but are not limited to property inspection fees, property preservation fees, legal fees, appraisal fees, BPO fees, title report fees, recording fees, and subordination fees. Other fees may include short payment advances and speed ACH fees.

WHEREAS, as a result of Borrower(s)' default, Lender has the right to require Borrower(s) to make immediate payment in full of all monies remaining unpaid under the Note and Security Instrument.

WHEREAS, Borrower(s) have requested and Lender has agreed to allow Borrower(s) to repay the Arrearage pursuant to a repayment plan on the terms set forth herein.



AURORA LOAN SERVICES

2617 COLLEGE PARK • P.O. BOX 1706 • SCOTT'S BLUFF, NE 69363-1706
PHONE: 800-550-0508 • FAX: 303-728-7648AGREEMENT

NOW, THEREFORE, in consideration of the above Recitals and the promises and mutual covenants herein contained, the parties hereto agree as follows:

1. Term. Unless Lender otherwise agrees in writing, the term of this Agreement shall be deemed to expire on the date the last payment is due from the Borrower(s) under paragraph 3 below.

2. Borrower(s) Admissions. Borrower(s) admit the Arrearage and represent that there are no defenses, offsets or counter-claims of any nature whatsoever to such amounts owing.

3. Borrower(s) Payment of Arrears. Borrower(s) shall repay the arrearage as follows:

a. By executing and returning this Agreement along with the initial installment by the due date and by paying to the Lender monthly plan payments as set forth below. Plan payments are to be paid on or before the installment due date.

PLAN	DATE	AMT	PLAN	DATE	AMT
01	07/01/08	2,062.78	02	08/01/08	2,088.32
03	09/01/08	2,088.32	04	10/01/08	9,635.74

b. Subject to paragraph 12, upon complying with all of the terms of this Agreement, Borrower(s)' Arrearage will be brought current. Borrower(s) will thereafter receive a monthly billing statement reflecting the current status of the loan and Borrower(s)' regular monthly payment amount. Borrower(s) agree to then resume making the regular monthly payments required under the Note.

4. Default. If Borrower(s) fail to make any of the payments specified in paragraph 3 above on the due dates and in the amount stated, or otherwise fail to comply with each and all of the terms and conditions herein, Lender, at its sole option, may terminate this Agreement without further notice to Borrower(s) and, except as otherwise provided herein, this Agreement shall be of no further force and effect. In such case, all amounts that are owing under the Note and Security Instrument and this Agreement shall become immediately due and payable.

Loan No. [REDACTED] 6453
Page 2 of 5



AURORA LOAN SERVICES2617 COLLEGE PARK • P.O. BOX 1706 • SCOTT'S BLUFF, NE 69363-1706
PHONE: 800-550-0508 • FAX: 303-728-7648

5. No Waiver. Nothing contained herein shall constitute a waiver of any or all of the Lender's rights or remedies including the right to commence/continue collection proceedings, including but not limited to a foreclosure action. Failure by Lender to exercise any right or remedy under this Agreement or as otherwise provided by applicable law shall not be deemed to be a waiver thereof. For example, if Lender decides to accept a partial or untimely payment from Borrower(s) instead of returning such payment or terminating this Agreement as provided herein, Lender shall not be precluded from rejecting a subsequent partial or untimely payment, terminating this Agreement, or taking any other action permitted by applicable law.

6. Status of Default. The Borrower(s) acknowledge:

a. that if Lender previously notified the Borrower(s) that the Note and Security Instrument is (or will be) accelerated and/or due in full, such loan documents remain accelerated and/or due in full, although Borrower(s) may be entitled by law to cure such default by bringing the loan current rather than paying it off. Lender's acceptance of any payments from Borrower(s) which, individually, are less than the total amount due to cure the default described herein shall in no way prevent Lender from continuing with collection action, or require Lender to re-notify Borrower(s) of such default, re-accelerate the loan, reissue any notice recommence any process prior to Lender proceeding with collection action; and,

b. that if, before all Arrearages are paid in full, Borrower(s) or any other party with an interest in the property become subject to a proceeding in bankruptcy, or if the loan otherwise is subject to protection under bankruptcy laws, Borrower(s) hereby understand and agree that all or parts of this Agreement may become invalid and/or that, unless expressly prohibited by law, Lender, at its option, may terminate this Agreement.

7. No Modification. Except as otherwise temporarily provided in this Agreement, the Note and Security Instrument, and any amendments thereto, are ratified and confirmed and shall remain in full force and effect.

8. Methods of Making Payments. The payments Borrower(s) send to Lender pursuant to this Agreement shall be applied, at Lender's sole first to the oldest payments due. Any amounts received by Lender which are less than the full payment then due and owing under this Agreement shall be, at Lender's sole option, (1) returned to Borrower(s), or (2) held by Lender in partial payment balance until a sufficient sum is received by Lender to apply a full payment. If this Agreement is canceled and/or terminated for any reason, any remaining funds in this partial payment balance shall be credited towards Borrower(s)' remaining obligation owing in connection with the loan and shall not be refunded. All payments made to Lender under this Agreement shall (i) contain the Lender's loan number shown above, (ii) unless otherwise agreed to by the lender, be payable by means of cashier's check, Western Union (code city: Bluff, NE) money order, or certified check and (iii) sent to AURORA LOAN SERVICES Attn: Cashiering Department, PO Box 5180, Denver CO 80217-5180.



AURORA LOAN SERVICES2617 COLLEGE PARK • P.O. BOX 1706 • SCOTTSBLUFF, NE 69363-1706
PHONE: 800-550-0508 • FAX: 303-728-7648

9. Credit Reporting. The pre-Agreement status of your loan will be reported monthly to all respective credit reporting agencies for the duration of this Agreement and thereafter. Accordingly, Lender will report your loan as delinquent if your loan is not completely current under the loan documents, even if you make timely payments to Lender under this Agreement. However, Lender will disclose that you are in a repayment plan. This Agreement does not constitute an agreement by Lender to waive any reporting of the delinquency status of your loan payments. Lender specifically reserves any rights it may have relating to your loan, including any rights it may have under your Note and Security Instrument.

10. Property Taxes, Other Amounts You Agreed to Pay in Your Loan Documents, and Insurance. If Lender does not maintain an escrow account with respect to your loan, it is your responsibility to pay all property taxes, other amounts you agreed to pay, and premiums for insurance by their due date, as required in your loan documents. If Lender does maintain an escrow account with respect to your loan, you agree to forward to Lender, as part of your payments under paragraph 3b, the amounts required to permit the escrow account to contain a sufficient balance so that payments for property taxes and insurance may be made on time. The failure to pay property taxes, other amounts, or insurance before their due date, or if there is an escrow account, to forward to Lender funds so that such payments may be made from your escrow account, shall constitute an event of default hereunder.

11. Entire Agreement. This Agreement sets forth all of the promises, covenants, agreements, conditions and understandings between the parties hereto with respect to the subject matter hereof. This Agreement supersedes all prior understandings, inducements or conditions, express or implied, oral or written, with respect thereto except as contained or referred to herein. This Agreement may not be amended, waived, discharged or terminated orally but only by an instrument in writing.

12. Reinstatement. In the event Borrower(s) cure the arrears by making all the payments required under this Agreement, and are current with the payments then due, and no event of default exists under the loan documents and this Agreement, Lender shall reinstate the Note and Security Instrument according to their original terms and conditions. Due to adjustments which periodically occur to tax and insurance payments, and in interest rates on adjustable rate mortgages over the course of a plan, it is likely that some adjustment to the regular payments may occur which could impact the reinstatement of this account. The Borrower(s) acknowledge that this may occur and that an adjustment may be necessary to the plan or to their payment amount upon completion of the plan. In the absence of such adjustment, the loan will not be completely reinstated by the plan.

Loan No. [REDACTED] 6453.
Page 4 of 5

AURORA LOAN SERVICES

2617 COLLEGE PARK • P.O. BOX 1706 • SCOTTSBLUFF, NE 69363-1706
PHONE: 800-550-0508 • FAX: 303-728-7648

13. Time is of the Essence. The Borrower(s) agree and understand that TIME IS OF THE ESSENCE as to all of the Borrower(s) obligations under this Agreement. There is no grace period as to any of such obligations.

14. Assignment by Borrower(s) Prohibited. This Agreement shall be non-transferable by the Borrower(s).

15. Bankruptcy Discharge. Lender recognizes that if you have received a discharge in Bankruptcy, and you were a borrower on the loan that is the subject of this Agreement at the time of the filing of such bankruptcy, this discharge relieves you of all personal liability on the loan and Lender may not attempt to collect this debt from you personally. This Agreement in no way attempts to revive a discharged debt or impose personal liability against you on any such discharged debt; provided, however, in the event of a default, Lender retains the right to enforce its lien against the property, which includes foreclosure.

16. Fair Debt Collection Practices Act Notice. Subject to paragraph 15 above, you are advised that this communication is from a debt collector, is an attempt to collect a debt and any information obtained will be used for that purpose.

If you have any questions regarding this matter, feel free to contact one of our Loan Counselors at the address above or by calling 800-550-0509.

IN WITNESS HEREOF the parties hereto have caused this Agreement to be duly executed as of the date signed.

Dated: 6/21/08

Tia Danielle Smith

Dated: _____

Aurora Loan Services

Dated: June 17, 2008

By:
Title:

SPACE BELOW THIS LINE IS FOR AURORA LOAN SERVICES USE ONLY

Approving Officer: _____

Date: _____

Loan No. 5453

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CL082



EXHIBIT Q

AURORA LOAN SERVICES

2617 COLLEGE PARK • P.O. BOX 1706 • SCOTTSBLUFF, NE 69363-1706
PHONE: 800-550-0508 • FAX: 303-728-7648

WORKOUT AGREEMENT

BY AND BETWEEN AURORA LOAN SERVICES

AND

Tia Danielle Smith

Property Address: 4011 Hubert Ave
Los Angeles CA 90008

Loan No. [REDACTED] 5453

This Workout Agreement is made August 25, 2008, by and between AURORA LOAN SERVICES ("Lender") located at 2617 College Park, Scottsbluff, NE 69361, and Tia Danielle Smith ("Customer").

WHEREAS, Lender is the servicing agent and/or the owner and holder of a certain Note dated 11-13-06, executed and delivered by Customer, in the original principal amount of \$ 556,000 (the "Note"). The Note is secured by a mortgage, deed of trust or comparable security instrument dated 11-13-06, (the "Security Instrument"), on the property located at the address specified above (the "Property"). The Note and Security Instrument are collectively referred to as the "Loan Documents".

WHEREAS, Customer is in default under the Loan Documents, has failed to make payment of monthly installments of principal, interest, and escrow, if any, and has incurred additional expenses authorized under the Loan Documents, resulting in a total arrearage now due of \$ 9,776.82, as more particularly set forth below:

Unpaid monthly payment(s) of PITI* from 04-01-08 through and including 08-25-08	\$ 10,313.90
Accrued Late Charges	398.14
NSF Charges	.00
Legal Fees	.00
Corporate Advances**	102.00
Other Fees***	.00
Minus Credit (suspense balance/partial payment)	1,037.22
Total Amount Due (the "Arrearage")	\$ 9,776.82

* "PITI" means the monthly payment of principal, interest, and escrows, required, for taxes and insurance premium installments.

** "Corporate Advances" include, but are not limited to, property inspection fees, property preservation fees, legal fees, foreclosure fees and costs, appraisal fees, BPO (i.e. broker price opinion) fees, title report fees, recording fees, and subordination fees.

*** "Other Fees" include, but are not limited to, short payment advances and Speed ACH fees.



AURORA LOAN SERVICES

2617 COLLEGE PARK • P.O. BOX 1706 • SCOTTSBLUFF, NE 69363-1706
PHONE: 800-550-0508 • FAX: 303-728-7648

Loan No. [REDACTED] 6453

Page 2 of 5

WHEREAS, as a result of Customer's default, Lender (i) has the right to accelerate, and to require Customer to make immediate payment in full, all of the sums owed under the Note and secured by the Security Instrument, (ii) has so accelerated and declared due in full all such sums, and (iii) may have already commenced foreclosure proceedings to sell the Property.

WHEREAS, as of the date of execution of the Agreement, Lender has not commenced Foreclosure proceedings to sell the property by legal filing in the county and state where the Property is located A Foreclosure sale has not been scheduled.

WHEREAS, customer has requested Lender's forbearance in exercising its rights and remedies under the default provisions of the Loan Documents and with regard to any foreclosure action that may now be pending.

WHEREAS, Customer has requested and Lender has agreed to allow Customer to repay the Arrearage pursuant to a loan work-out arrangement on the terms set forth herein.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, the parties hereto agree as follows:

1. Term. This Agreement shall expire on the "Expiration Date," as defined in Attachment A:

2. Lenders Forbearance. Lender shall forbear from exercising any or all of its rights and remedies now existing or arising during the term of this Agreement under the Loan Documents, provided there is no "Default", as such term is defined in paragraph 5.

3. Customer's Admissions. Customer admits that the Arrearage is correct and is currently owing under the Loan Documents, and represents, agrees and acknowledges that there are no defenses, offsets, or counterclaims of any nature whatsoever to any of the Loan Documents or any of the debt evidenced or secured thereby.

Customer admits and agrees that any and all postponements of a foreclosure sale, made during the term of this Agreement or in anticipation of this Agreement, are done by mutual consent of the Customer and Lender and that, to the extent allowed by applicable law, any such foreclosure sale may be postponed from time to time until the loan evidenced by the Note is fully reinstated or the foreclosure sale is consummated. Lender shall be under no obligation to dismiss a pending foreclosure proceeding until such time as all terms and conditions of this Agreement and Attachment A have been fully performed.

4. Terms of Workout. See Attachment A, which is made a part hereof.



AURORA LOAN SERVICES

2617 COLLEGE PARK • P.O. BOX 1706 • SCOTTSBLUFF, NE 69363-1706
PHONE: 800-550-0508 • FAX: 303-728-7648

Loan No. [REDACTED] 6453

Page 3 of 5

5. Default. If Customer fails to make any of the payments specified in Attachment A on the due dates and in the amount stated, or otherwise fails to comply with any of the terms and conditions herein or therein (any such even hereby defined as a "Default"), Lender, at its sole option, may terminate this Agreement without further notice to Customer. In such case, all amounts that are then owing under the Note, the Security Instrument, and this Agreement shall become immediately due and payable, and Lender shall be permitted to exercise any and all rights and remedies provided for in the Loan Documents, including, but not limited to, immediate commencement of a foreclosure action or resumption of a pending foreclosure action without further notice to Customer.

6. No Waiver. Nothing contained herein shall constitute a waiver of any of all of the Lender's rights or remedies, including the right to commence or resume foreclosure proceedings. Failure by Lender to exercise any right or remedy under this Agreement or as otherwise provided by applicable law shall not be deemed to be a waiver thereof.1

7. Status of Default and Foreclosure. Customer acknowledges that if the Lender previously notified the Customer that the account was in default, that the Note and Security Instrument are accelerated and the debt evidenced by the Note is due in full, the account remains in default, such Loan Documents remain accelerated, and such debt due in full, although Customer may be entitled by law to cure such default by bringing the loan evidenced by Note current rather than paying it in full. Lender's acceptance of any payments from Customer which, individually, are less than the total amount due to cure the default described herein shall in no way prevent Lender from continuing with collection action, or require Lender to re-notify Customer of such default, re-accelerate the loan, re-issue any notice, or resume any process prior to Lender proceeding with collection action if Customer Defaults. Customer agrees that a foreclosure action if commenced by the Lender against Customer will not be withdrawn unless Lender determines to do so by applicable law. In the event Customer Defaults, the foreclosure will commence, or resume from the point at which it was placed on hold, without further notice.

8. Limited Modification. Except as otherwise provided in this Agreement, the Note and Security Instrument, and any amendments thereto, are ratified and confirmed and shall remain in full force and effect.

1 A typical example of this would be if Lender decides to accept a partial or untimely payment from Customer instead of returning such payment or terminating this Agreement as provided herein, Lender shall not be precluded from rejecting a subsequent partial or untimely payment, terminating this Agreement, or taking any other action permitted by applicable law.



AURORA LOAN SERVICES

2617 COLLEGE PARK • P.O. BOX 1706 • SCOTTSBLUFF, NE 69363-1706
PHONE: 800-550-0508 • FAX: 303-728-7648

Loan No. [REDACTED] 5453

Page 4 of 5

9. Application of Payments. The payments received by Lender from Customer pursuant to this Agreement shall be applied, at Lender's sole option, first to the earliest monthly payment under the Note that is due. Any amounts received by Lender that are less than the full payment under then due and owing under this Agreement shall be, at Lender's sole option, (1) returned to Customer, or (2) held by Lender in partial or suspense payment balance until sufficient sum is received by Lender to apply a full payment. If this Agreement is canceled and/or terminated for any reason, any remaining funds in this partial or suspense payment balance shall be credited towards Customer's remaining obligation owing in connection with the loan and shall not be refunded.

10. Methods of Making Payments. All payments made to Lender under this Agreement shall (i) contain the Lender's loan number shown above, (ii) unless otherwise agreed to by the Lender, be payable in certified funds by means of cashier's check, Western Union (code city: Bluff, NE) money order, or certified check, and (iii) be sent to AURORA LOAN SERVICES as specified in Attachment A. Any payment made other than strictly pursuant to the requirements of this paragraph 10 and Attachment A shall not be considered to have been received by Lender, although Lender may, in its sole discretion, decide to accept any non-conforming payment.

11. Credit Reporting. The payment status of Customer's loan in existence immediately prior to execution of this Agreement will be reported monthly to all credit reporting agencies for the duration of this Agreement and thereafter. Accordingly, Lender will report the loan subject to this Agreement as delinquent if the loan is not paid current under the Loan Documents, even if Customer makes timely payments to Lender under this Agreement. However, Lender may disclose that Customer is in a repayment or work-out plan. This Agreement does not constitute an agreement by Lender to waive any reporting of the delinquency status of loan payments.

12. Property Taxes, Insurance, and Other Amounts. If Customer's loan is not escrowed for taxes and insurance premium payments, it is Customer's responsibility to pay all property taxes, premiums for insurance, and all other amounts Customer agreed to pay as required under the terms of the Loan Documents. Customer's failure to pay property taxes, amounts owed on any senior lien security instrument, other amounts that may attain priority over the Security Instrument, or insurance premiums, in each case before their due date, shall constitute a Default hereunder.

13. The Entire Agreement. This Agreement sets forth all of the promises, covenants, agreements, conditions and understandings between the parties hereto with respect to the subject matter hereof. This Agreement supersedes all prior understandings, inducements or conditions, express or implied, oral or written, with respect thereto except as contained or referred to herein. This Agreement may not be amended, waived, discharged or terminated orally but only by an instrument in writing.



AURORA LOAN SERVICES

2617 COLLEGE PARK • P.O. BOX 1706 • SCOTTSBLUFF, NE 69363-1706
PHONE: 800-550-0508 • FAX: 303-728-7648

Loan No. [REDACTED] 6453

Page 5 of 5

14. Time is of the Essence. The Customer agrees and understands that TIME IS OF THE ESSENCE as to all of the Customer's obligations under this Agreement. The grace period for monthly payments under the Loan Documents will not apply to payment under this Agreement. Therefore, the Lender must receive the payments under this Agreement on or before the Due Dates specified in Attachment A.

15. Assignment by Customer Prohibited. This Agreement shall be non-transferable by Customer. However, if the legal or beneficial interest or the servicing of this loan is transferred by Lender, this Agreement inures to the benefit of any subsequent servicer or beneficial interest holder of the Note.

16. Severability. To the extent that any word, phrase, clause, or sentence of this Agreement shall be found to be illegal or unenforceable for any reason, such word, phrase, clause, or sentence shall be modified or deleted in such a manner so as to make the Agreement, as modified, legal and enforceable under applicable law, and the balance of the Agreement or parts thereof shall not be affected thereby, the balance being construed as severable and independent; provided that no such severability shall be effective if it materially changes the economic benefit of this Agreement to either party.

17. Execution in Counterparts. This Agreement may be executed and delivered in two or more counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same instrument and Agreement. Facsimile signatures shall be deemed as valid as originals.

18. Customer Contact. If Customer has any questions regarding this matter, Customer should contact one of Lender's Loan Counselors at the address above or by calling 800-550-0509.

IN WITNESS HEREOF, the parties hereto have caused this Agreement to be duly executed as of the date signed.

Dated: _____

Tia Danielle Smith Borrower

Dated: _____

Aurora Loan Services

Dated: _____

Aurora Loan Services is a debt collector. Aurora is attempting to collect a debt and any information obtained will be used for that purpose. However, if you are in bankruptcy or received a bankruptcy discharge of this debt, this communication is not an attempt to collect the debt against you personally, but is notice of a possible enforcement of the lien against the collateral property.



AURORA LOAN SERVICES

2617 COLLEGE PARK • P.O. BOX 1706 • SCOTTSBLUFF, NE 69363-1706
PHONE: 800-550-0508 • FAX: 303-728-7648
ATTACHMENT A - REPAYMENT PLAN

- 3100 LR
2139 LR
- a.1 For purposes of repayment of the Arrearage, Customer shall remit an initial installment of \$3100.00, which will be due on or before 09/01/2008. Consecutive monthly payments each in the amount of \$2139.99 will be due on or before the 1st day of every month (each, a "Due Date"), commencing 100108 continuing through and including 120108, with the last installment in the amount of \$10647.96.

On or before 09/01/2008 (the "Agreement Return Date"), Customer shall execute and return the Agreement, including this Attachment A, in accordance with the following instructions:

Overnight Mail:

Aurora Loan Services
Attention: Home Retention
2617 College Park
Scottsbluff, NE 69361

USPS Mail:

Aurora Loan Services
Attention: Home Retention
P.O. Box 1706
Scottsbluff, NE 69363-1706

The Agreement will be of no force and effect unless Lender receives the executed Agreement, including Attachment A, as well as the first Plan payment by the Agreement Return Date. Customer shall remit to Lender the first Plan payment, in the amount specified above, made payable to Aurora Loan Services in certified funds by means of cashier's check, money order, Western Union (code city: Bluff, NE), or certified check. All Plan payments, including the first Plan payment, shall contain the Lender's loan number shown in the Agreement and, unless otherwise agreed to by the Lender, shall be payable in certified funds as described above and are to be sent to Lender's Payment Processing Center in accordance with the following instructions:

Overnight Mail:

Aurora Loan Services
Attention: Cashiering
10350 Park Meadows Drive
Littleton, CO 80124

USPS Mail:

Aurora Loan Services
Attention: Cashiering
P.O. Box 5180
Denver, CO 80217-5180

- a.2 The amount of each Plan payment specified above includes both
(1) the regularly scheduled monthly payment, plus
(2) the portion of the Arrearage specified above.
Plan payments are to be paid on or before the 1st day of every month (each, a "Due Date"). Lender must receive each Plan payment by the Due Date of each month. The Agreement shall expire on the Due Date of the last Plan payment contemplated by section a.1 above (the "Expiration Date").

- b. In the event Customer cures the Arrearage by making all Plan payments on or before the Expiration Date, and is current with the payments then due, and no default then exists under the Loan Documents and the Agreement, Lender shall consider the Note and Security Instrument to be current and in effect according to their original terms and conditions. Monthly billing statements that Customer shall receive thereafter will reflect the current status of the loan evidenced by the Note and Customer's regular monthly payment amount. Customer agrees to then resume making the



AURORA LOAN SERVICES

2617 COLLEGE PARK • P.O. BOX 1706 • SCOTTSBLUFF, NE 69363-1706
PHONE: 800-550-0508 • FAX: 303-728-7648

Loan No. [REDACTED] 6453

regular monthly payments required under the Note. Due to adjustments that periodically occur to tax and insurance premium payments, and, if applicable, in interest rates on adjustable rate mortgage loans, over the course of an agreement such as this one it is possible that some adjustment to the regularly scheduled monthly payments under the Note may occur which could impact the cure of the Arrearage. Customer acknowledges that this may occur and that an adjustment may be necessary to the final Plan payment that will be due at the Expiration Date. In the event such an adjustment is necessary, the Note and Security Instrument shall not be considered current until Customer has paid any additional amounts required to cure the Arrearage as a result of the adjustment(s).

IN WITNESS HEREOF, the parties hereto have caused this Attachment A to be duly executed as of the date signed below.

Dated: _____
Tia Danielle Smith Borrower

Dated: _____

Aurora Loan Services

Dated: _____



EXHIBIT R

10350 PARK MEADOWS DRIVE • LITTLETON, CO 80124 • PHONE: 800-550-0508 • FAX: 308-635-3145

WORKOUT AGREEMENT

BY AND BETWEEN AURORA LOAN SERVICES

AND

Tia Danielle Smith

Property Address: 4011 Hubert Ave
Los Angeles CA 90008

Loan No. [REDACTED] 6453

This Workout Agreement is made January 08, 2009, by and between AURORA LOAN SERVICES ("Lender") located at 2617 College Park, Scottsbluff, NE 69361, and Tia Danielle Smith ("Customer").

WHEREAS, Lender is the servicing agent and/or the owner and holder of a certain Note dated 11-13-06, executed and delivered by Customer, in the original principal amount of \$ 556,000 (the "Note"). The Note is secured by a mortgage, deed of trust or comparable security instrument dated 11-13-06, (the "Security Instrument"), on the property located at the address specified above (the "Property"). The Note and Security Instrument are collectively referred to as the "Loan Documents".

WHEREAS, Customer is in default under the Loan Documents, has failed to make payment of monthly installments of principal, interest, and escrow, if any, and has incurred additional expenses authorized under the Loan Documents, resulting in a total arrearage now due of \$ 13,024.44, as more particularly set forth below:

Unpaid monthly payment(s) of PITI* from 08-01-08 through and including 01-08-09	\$ 12,531.38
Accrued Late Charges	398.14
NSF Charges	.00
Legal Fees	.00
Corporate Advances**	241.00
Other Fees***	.00
Minus Credit (suspense balance/partial payment)	146.08
Total Amount Due (the "Arrearage")	\$ 13,024.44

* "PITI" means the monthly payment of principal, interest, and escrows, required, for taxes and insurance premium installments.

** "Corporate Advances" include, but are not limited to, property inspection fees, property preservation fees, legal fees, foreclosure fees and costs, appraisal fees, BPO (i.e. broker price opinion) fees, title report fees, recording fees, and subordination fees.

*** "Other Fees" include, but are not limited to, short payment advances and Speed ACH fees.



Loan No. [REDACTED] 6453

Page 2 of 5

WHEREAS, as a result of Customer's default, Lender (i) has the right to accelerate, and to require Customer to make immediate payment in full, all of the sums owed under the Note and secured by the Security Instrument, (ii) has so accelerated and declared due in full all such sums, and (iii) may have already commenced foreclosure proceedings to sell the Property.

WHEREAS, as of the date of execution of the Agreement, Lender has not commenced Foreclosure proceedings to sell the property by legal filing in the county and state where the Property is located A Foreclosure sale has not been scheduled.

WHEREAS, customer has requested Lender's forbearance in exercising its rights and remedies under the default provisions of the Loan Documents and with regard to any foreclosure action that may now be pending.

WHEREAS, Customer has requested and Lender has agreed to allow Customer to repay the Arrearage pursuant to a loan work-out arrangement on the terms set forth herein.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, the parties hereto agree as follows:

1. Term. This Agreement shall expire on the "Expiration Date," as defined in Attachment A.

2. Lenders Forbearance. Lender shall forbear from exercising any or all of its rights and remedies now existing or arising during the term of this Agreement under the Loan Documents, provided there is no "Default", as such term is defined in paragraph 5.

3. Customer's Admissions. Customer admits that the Arrearage is correct and is currently owing under the Loan Documents, and represents, agrees and acknowledges that there are no defenses, offsets, or counterclaims of any nature whatsoever to any of the Loan Documents or any of the debt evidenced or secured thereby.

Customer admits and agrees that any and all postponements of a foreclosure sale, made during the term of this Agreement or in anticipation of this Agreement, are done by mutual consent of the Customer and Lender and that, to the extent allowed by applicable law, any such foreclosure sale may be postponed from time to time until the loan evidenced by the Note is fully reinstated or the foreclosure sale is consummated. Lender shall be under no obligation to dismiss a pending foreclosure proceeding until such time as all terms and conditions of this Agreement and Attachment A have been fully performed.

4. Terms of Workout. See Attachment A, which is made a part hereof.



Loan No. [REDACTED] 6453

Page 3 of 5

5. Default. If Customer fails to make any of the payments specified in Attachment A on the due dates and in the amount stated, or otherwise fails to comply with any of the terms and conditions herein or therein (any such even hereby defined as a "Default"), Lender, at its sole option, may terminate this Agreement without further notice to Customer. In such case, all amounts that are then owing under the Note, the Security Instrument, and this Agreement shall become immediately due and payable, and Lender shall be permitted to exercise any and all rights and remedies provided for in the Loan Documents, including, but not limited to, immediate commencement of a foreclosure action or resumption of a pending foreclosure action without further notice to Customer.

6. No Waiver. Nothing contained herein shall constitute a waiver of any of all of the Lender's rights or remedies, including the right to commence or resume foreclosure proceedings. Failure by Lender to exercise any right or remedy under this Agreement or as otherwise provided by applicable law shall not be deemed to be a waiver thereof.1

7. Status of Default and Foreclosure. Customer acknowledges that if the Lender previously notified the Customer that the account was in default, that the Note and Security Instrument are accelerated and the debt evidenced by the Note is due in full, the account remains in default, such Loan Documents remain accelerated, and such debt due in full, although Customer may be entitled by law to cure such default by bringing the loan evidenced by Note current rather than paying it in full. Lender's acceptance of any payments from Customer which, individually, are less than the total amount due to cure the default described herein shall in no way prevent Lender from continuing with collection action, or require Lender to re-notify Customer of such default, re-accelerate the loan, re-issue any notice, or resume any process prior to Lender proceeding with collection action if Customer Defaults. Customer agrees that a foreclosure action if commenced by the Lender against Customer will not be withdrawn unless Lender determines to do so by applicable law. In the event Customer Defaults, the foreclosure will commence, or resume from the point at which it was placed on hold, without further notice.

8. Limited Modification. Except as otherwise provided in this Agreement, the Note and Security Instrument, and any amendments thereto, are ratified and confirmed and shall remain in full force and effect.

1 A typical example of this would be if Lender decides to accept a partial or untimely payment from Customer instead of returning such payment or terminating this Agreement as provided herein, Lender shall not be precluded from rejecting a subsequent partial or untimely payment, terminating this Agreement, or taking any other action permitted by applicable law.



Loan No. [REDACTED] 5453

Page 4 of 5

9. Application of Payments. The payments received by Lender from Customer pursuant to this Agreement shall be applied, at Lender's sole option, first to the earliest monthly payment under the Note that is due. Any amounts received by Lender that are less than the full payment under then due and owing under this Agreement shall be, at Lender's sole option, (1) returned to Customer, or (2) held by Lender in partial or suspense payment balance until sufficient sum is received by Lender to apply a full payment. If this Agreement is canceled and/or terminated for any reason, any remaining funds in this partial or suspense payment balance shall be credited towards Customer's remaining obligation owing in connection with the loan and shall not be refunded.

10. Methods of Making Payments. All payments made to Lender under this Agreement shall (i) contain the Lender's loan number shown above, (ii) unless otherwise agreed to by the Lender, be payable in certified funds by means of cashier's check, Western Union (code city: Bluff, NE) money order, or certified check, and (iii) be sent to AURORA LOAN SERVICES as specified in Attachment A. Any payment made other than strictly pursuant to the requirements of this paragraph 10 and Attachment A shall not be considered to have been received by Lender, although Lender may, in its sole discretion, decide to accept any non-conforming payment.

11. Credit Reporting. The payment status of Customer's loan in existence immediately prior to execution of this Agreement will be reported monthly to all credit reporting agencies for the duration of this Agreement and thereafter. Accordingly, Lender will report the loan subject to this Agreement as delinquent if the loan is not paid current under the Loan Documents, even if Customer makes timely payments to Lender under this Agreement. However, Lender may disclose that Customer is in a repayment or work-out plan. This Agreement does not constitute an agreement by Lender to waive any reporting of the delinquency status of loan payments.

12. Property Taxes, Insurance, and Other Amounts. If Customer's loan is not escrowed for taxes and insurance premium payments, it is Customer's responsibility to pay all property taxes, premiums for insurance, and all other amounts Customer agreed to pay as required under the terms of the Loan Documents. Customer's failure to pay property taxes, amounts owed on any senior lien security instrument, other amounts that may attain priority over the Security Instrument, or insurance premiums, in each case before their due date, shall constitute a Default hereunder.

13. The Entire Agreement. This Agreement sets forth all of the promises, covenants, agreements, conditions and understandings between the parties hereto with respect to the subject matter hereof. This Agreement supersedes all prior understandings, inducements or conditions, express or implied, oral or written, with respect thereto except as contained or referred to herein. This Agreement may not be amended, waived, discharged or terminated orally but only by an instrument in writing.



Loan No. [REDACTED] 6453

Page 5 of 5

14. Time is of the Essence. The Customer agrees and understands that TIME IS OF THE ESSENCE as to all of the Customer's obligations under this Agreement. The grace period for monthly payments under the Loan Documents will not apply to payment under this Agreement. Therefore, the Lender must receive the payments under this Agreement on or before the Due Dates specified in Attachment A.

15. Assignment by Customer Prohibited. This Agreement shall be non-transferable by Customer. However, if the legal or beneficial interest or the servicing of this loan is transferred by Lender, this Agreement inures to the benefit of any subsequent servicer or beneficial interest holder of the Note.

16. Severability. To the extent that any word, phrase, clause, or sentence of this Agreement shall be found to be illegal or unenforceable for any reason, such word, phrase, clause, or sentence shall be modified or deleted in such a manner so as to make the Agreement, as modified, legal and enforceable under applicable law, and the balance of the Agreement or parts thereof shall not be affected thereby, the balance being construed as severable and independent; provided that no such severability shall be effective if it materially changes the economic benefit of this Agreement to either party.

17. Execution in Counterparts. This Agreement may be executed and delivered in two or more counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same instrument and Agreement. Facsimile signatures shall be deemed as valid as originals.

18. Customer Contact. If Customer has any questions regarding this matter, Customer should contact one of Lender's Loan Counselors at the address above or by calling 800-550-0509.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date signed.

Dated: 1/28/09

[Signature]
Tia Danielle Smith Borrower

Dated: _____

Aurora Loan Services

Dated: _____

Aurora Loan Services is a debt collector. Aurora is attempting to collect a debt and any information obtained will be used for that purpose. However, if you are in bankruptcy or received a bankruptcy discharge of this debt, this communication is not an attempt to collect the debt against you personally, but is notice of a possible enforcement of the lien against the collateral property.



ATTACHMENT A-STIPULATED PAYMENTS

- a.1 For purposes of repayment of the Arrearage, Customer shall remit four (4) consecutive stipulated monthly payments each in the amount of \$2100.00 (each, a "Plan payment"). On or before 02/01/2009 (the "Agreement Return Date"), Customer shall execute and return the Agreement, including this Attachment A, in accordance with the following instructions:

<u>If by overnight mail service to</u>	<u>or if by US Postal Services to</u>
Aurora Loan Services	Aurora Loan Services
Attention: Home Retention	Attention: Home Retention
2617 College Park	P.O. Box 1706
Scottsbluff, NE 69361	Scottsbluff, NE 69363-1706

The Agreement will be of no force and effect unless Lender receives the executed Agreement, including Attachment A, as well as the first Plan payment by the Agreement Return Date. Customer shall remit to Lender the first Plan payment, in the amount specified above, made payable to Aurora Loan Services in certified funds by means of cashier's check, money order, Western Union (code city: Bluff, NE), or certified check. All Plan payments, including the first Plan payment, shall contain the Lender's loan number shown in the Agreement and, unless otherwise agreed to by the Lender, shall be payable in certified funds as described above are to be sent to Lender's Payment Processing Center in accordance with the following instructions:

<u>If by overnight mail service to</u>	<u>or if by US Postal Services to</u>
Aurora Loan Services	Aurora Loan Services
Attention: Cashiering Department	Attention: Cashiering Department
10350 Park Meadows Drive	P.O. Box 5180
Littleton, CO 80124	Denver, CO 80217-5180

- a.2 Plan payments are to be paid on or before the 01 day of every month (each, a "Due Date"). Lender must receive each Plan payment by the Due Date of each month. The Agreement shall expire on the Due Date of the last Plan payment contemplated by section a.1 above (the "Expiration Date"). At the time Customer makes the third (3rd) Plan payment under this Agreement, it shall be the Customer's responsibility to provide Aurora with accurate and complete financial information in support of the Customer's request for a loan modification or other workout option. Customer must also provide Lender with a completed Borrower's Financial Statement and proof of income (copies of Customer's two (2) most recent pay stubs) to enable Lender to properly evaluate Customer's current financial situation and the Customer's request for a loan modification or other loan workout option. Tender of the last Plan payment shall not be deemed acceptance by Aurora of a workout plan or loan modification.



10350 PARK MEADOWS DRIVE • LITTLETON, CO 80124 • PHONE: 800-550-0508 • FAX: 308-635-3145

Loan No. [REDACTED] 6453

- b. The aggregate Plan payment will be insufficient to pay the Arrearage. At the Expiration Date, a portion of the Arrearage will still be outstanding. Because payment of the Plan payments will not cure the Arrearage, Customer's account will remain delinquent. Upon the Expiration Date, Customer must cure the Arrearage through a full reinstatement, payment in full, loan modification agreement or other loan workout option that Lender may offer (individually and collectively, a "Cure Method.") Customer's failure to enter into a Cure Method will result in the loan being disqualified from any future Lender Home Retention Group program with respect to the loan evidenced by the Note, and regular collection activity will continue, including, but not limited to, commencement or resumption of the foreclosure process, as specified in paragraphs 5 and 7 of the Agreement.

IN WITNESS HEREOF, the parties hereto have caused this Attachment A to be duly executed as of the date signed below.

Dated: 1/28/09 [Signature]
Tia Danielle Smith Borrower

Dated: _____

Aurora Loan Services

Dated: _____ By: _____

Title: _____



AURORA LOAN SERVICES LLC.

January 08, 2009

3640021796453534LM02901-08-09

RE: Loan No. [REDACTED] 6453
Borrower(s): Tia Danielle Smith

Property Address: 4011 Hubert Ave
Los Angeles CA 90008

ITEMIZATION OF FEES, COSTS AND OTHER CHARGES

Dear Customer(s):

This Addendum supplements the Attached Letter.

Below is a detailed itemization of the unpaid fees, costs and other charges due on the above-referenced loan.

<u>Description</u>	<u>Unpaid Balance</u>
Post Liquidation Transaction	\$36.00
Property Value Fee	\$205.00



EXHIBIT S

**Aurora - Loan Services**2617 COLLEGE PARK • P.O. BOX 1706 • SCOTTSBLUFF, NE 69363-1706
PHONE: 800-550-0508 • FAX: 303-728-7648**WORKOUT AGREEMENT****BY AND BETWEEN AURORA LOAN SERVICES LLC****AND****Tia Danielle Smith****Property Address: 4011 Hubert Ave
Los Angeles CA 90008****Loan No. [REDACTED] 5453**

This Workout Agreement is made January 15, 2010, by and between AURORA LOAN SERVICES LLC ("Lender") located at 2617 College Park, Scottsbluff, NE 69361, and Tia Danielle Smith ("Customer").

WHEREAS, Lender is the servicing agent and/or the owner and holder of a certain Note dated 11-13-06, executed and delivered by Customer, in the original principal amount of \$ 556,000 (the "Note"). The Note is secured by a mortgage, deed of trust or comparable security instrument dated 11-13-06, (the "Security Instrument"), on the property located at the address specified above (the "Property"). The Note and Security Instrument are collectively referred to as the "Loan Documents".

WHEREAS, Customer is in default under the Loan Documents, has failed to make payment of monthly installments of principal, interest, and escrow, if any, and has incurred additional expenses authorized under the Loan Documents, resulting in a total arrearage now due of \$ 36,439.31, as more particularly set forth below:

Unpaid monthly payment(s) of PITI* from 11-01-08 through and including 01-15-10	\$ 33,119.26
Accrued Late Charges	509.01
NSF Charges	.00
Legal Fees	2,541.78
Corporate Advances**	527.00
Other Fees***	.00
Minus Credit (suspense balance/partial payment)	257.74
Total Amount Due (the "Arrearage")	\$ 36,439.31

* "PITI" means the monthly payment of principal, interest, and escrows, required, for taxes and insurance premium installments.

** "Corporate Advances" include, but are not limited to, property inspection fees, property preservation fees, legal fees, foreclosure fees and costs, appraisal fees, BPO (i.e. broker price opinion) fees, title report fees, recording fees, and subordination fees.

*** "Other Fees" include, but are not limited to, short payment advances and Speed ACH fees.

WHEREAS, as a result of Customer's default, Lender (i) has the right to accelerate, and to require Customer to make immediate payment in full, all of the sums owed under the Note and secured by the Security



AURORA LOAN SERVICES LLC

**Aurora • Loan Services**2617 COLLEGE PARK • P.O. BOX 1706 • SCOTTSBLUFF, NE 69363-1706
PHONE: 800-550-0508 • FAX: 303-728-7648

Loan No. [REDACTED] 6453

Page 2 of 5

Instrument, (ii) has so accelerated and declared due in full all such sums, and (iii) may have already commenced foreclosure proceedings to sell the Property.

WHEREAS, as of the date of execution of the Agreement, Lender has not commenced Foreclosure proceedings to sell the property, by legal filing in the county and state where the Property is located A Foreclosure sale has not yet been scheduled. *FALSE*

WHEREAS, customer has requested Lender's forbearance in exercising its rights and remedies under the default provisions of the Loan Documents and with regard to any foreclosure action that may now be pending.

WHEREAS, Customer has requested and Lender has agreed to allow Customer to repay the Arrearage pursuant to a loan work-out arrangement on the terms set forth herein.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, the parties hereto agree as follows:

1. Bankruptcy. If the Customer was discharged in a Chapter 7 proceeding subsequent to the execution of the Loan Documents, Lender agrees that the Customer will not have personal liability on the debt pursuant to this Agreement.

2. Term. This Agreement shall expire on the "Expiration Date," as defined in Attachment A.

3. Lenders Forbearance. Lender shall forbear from exercising any or all of its rights and remedies now existing or arising during the term of this Agreement under the Loan Documents, provided there is no "Default", as such term is defined in paragraph 6.

4. Customer's Admissions. Customer admits and agrees that any and all postponements of a foreclosure sale, made during the term of this Agreement or in anticipation of this Agreement, are done by mutual consent of the Customer and Lender and that, to the extent allowed by applicable law, any such foreclosure sale may be postponed from time to time until the loan evidenced by the Note is fully reinstated or the foreclosure sale is consummated. Lender shall be under no obligation to dismiss a pending foreclosure proceeding until such time as all terms and conditions of this Agreement and Attachment A have been fully performed.

5. Terms of Workout. See Attachment A, which is made a part hereof.



AURORA LOAN SERVICES LLC

**Aurora • Loan Services**2617 COLLEGE PARK • P.O. BOX 1706 • SCOTTSBLUFF, NE 69363-1706
PHONE: 800-550-0508 • FAX: 303-728-7648

Loan No. [REDACTED] 5453

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6. Default. If Customer fails to make any of the payments specified in Attachment A on the due dates and in the amount stated, or otherwise fails to comply with any of the terms and conditions herein or therein (any such even hereby defined as a "Default"), Lender, at its sole option, may terminate this Agreement without further notice to Customer. In such case, all amounts that are then owing under the Note, the Security Instrument, and this Agreement shall become immediately due and payable, and Lender shall be permitted to exercise any and all rights and remedies provided for in the Loan Documents, including, but not limited to, immediate commencement of a foreclosure action or resumption of a pending foreclosure action without further notice to Customer.

7. No Waiver. Nothing contained herein shall constitute a waiver of any of all of the Lender's rights or remedies, including the right to commence or resume foreclosure proceedings. Failure by Lender to exercise any right or remedy under this Agreement or as otherwise provided by applicable law shall not be deemed to be a waiver thereof.

8. Status of Default and Foreclosure. Customer acknowledges that if the Lender previously notified the Customer that the account was in default, that the Note and Security Instrument are accelerated and the debt evidenced by the Note is due in full, the account remains in default, such Loan Documents remain accelerated, and such debt due in full, although Customer may be entitled by law to cure such default by bringing the loan evidenced by Note current rather than paying it in full. Lender's acceptance of any payments from Customer which, individually, are less than the total amount due to cure the default described herein shall in no way prevent Lender from continuing with collection action, or require Lender to re-notify Customer of such default, re-accelerate the loan, re-issue any notice, or resume any process prior to Lender proceeding with collection action if Customer Defaults. Customer agrees that a foreclosure action if commenced by the Lender against Customer will not be withdrawn unless Lender determines to do so by applicable law. In the event Customer Defaults, the foreclosure will commence, or resume from the point at which it was placed on hold, without further notice.

9. Limited Modification. Except as otherwise provided in this Agreement, the Note and Security Instrument, and any amendments thereto, are ratified and confirmed and shall remain in full force and effect.

1 A typical example of this would be if Lender decides to accept a partial or untimely payment from Customer instead of returning such payment or terminating this Agreement as provided herein, Lender shall not be precluded from rejecting a subsequent partial or untimely payment, terminating this Agreement, or taking any other action permitted by applicable law.



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Loan No. [REDACTED] 5453

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10. Application of Payments. The payments received by Lender from Customer pursuant to this Agreement shall be applied, at Lender's sole option, first to the earliest monthly payment under the Note that is due. Any amounts received by Lender that are less than the full payment under then due and owing under this Agreement shall be, at Lender's sole option, (1) returned to Customer, or (2) held by Lender in partial or suspense payment balance until sufficient sum is received by Lender to apply a full payment. If this Agreement is canceled and/or terminated for any reason, any remaining funds in this partial or suspense payment balance shall be credited towards Customer's remaining obligation owing in connection with the loan and shall not be refunded.

11. Methods of Making Payments. All payments made to Lender under this Agreement shall (i) contain the Lender's loan number shown above, (ii) unless otherwise agreed to by the Lender, be payable in certified funds by means of cashier's check, Western Union (code city: Bluff, NE) money order, or certified check, and (iii) be sent to AURORA LOAN SERVICES as specified in Attachment A. Any payment made other than strictly pursuant to the requirements of this paragraph 10 and Attachment A shall not be considered to have been received by Lender, although Lender may, in its sole discretion, decide to accept any non-conforming payment.

12. Credit Reporting. The payment status of Customer's loan in existence immediately prior to execution of this Agreement will be reported monthly to all credit reporting agencies for the duration of this Agreement and thereafter. Accordingly, Lender will report the loan subject to this Agreement as delinquent if the loan is not paid current under the Loan Documents, even if Customer makes timely payments to Lender under this Agreement. However, Lender may disclose that Customer is in a repayment or work-out plan. This Agreement does not constitute an agreement by Lender to waive any reporting of the delinquency status of loan payments.

13. Property Taxes, Insurance, and Other Amounts. If Customer's loan is not escrowed for taxes and insurance premium payments, it is Customer's responsibility to pay all property taxes, premiums for insurance, and all other amounts Customer agreed to pay as required under the terms of the Loan Documents. Customer's failure to pay property taxes, amounts owed on any senior lien security instrument, other amounts that may attain priority over the Security Instrument, or insurance premiums, in each case before their due date, shall constitute a Default hereunder.

14. The Entire Agreement. This Agreement sets forth all of the promises, covenants, agreements, conditions and understandings between the parties hereto with respect to the subject matter hereof. This Agreement supersedes all prior understandings, inducements or conditions, express or implied, oral or written, with respect thereto except as contained or referred to herein. This Agreement may not be amended, waived, discharged or terminated orally but only by an instrument in writing.



AURORA LOAN SERVICES LLC



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PHONE 800-550-0508 • FAX: 303-728-7648

Loan No. [REDACTED] 6453

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15. Time is of the Essence. The Customer agrees and understands that TIME IS OF THE ESSENCE as to all of the Customer's obligations under this Agreement. The grace period for monthly payments under the Loan Documents will not apply to payment under this Agreement. Therefore, the Lender must receive the payments under this Agreement on or before the Due Dates specified in Attachment A.

16. Assignment by Customer Prohibited. This Agreement shall be non-transferable by Customer. However, if the legal or beneficial interest or the servicing of this loan is transferred by Lender, this Agreement inures to the benefit of any subsequent servicer or beneficial interest holder of the Note.

17. Severability. To the extent that any word, phrase, clause, or sentence of this Agreement shall be found to be illegal or unenforceable for any reason, such word, phrase, clause, or sentence shall be modified or deleted in such a manner so as to make the Agreement, as modified, legal and enforceable under applicable law, and the balance of the Agreement or parts thereof shall not be affected thereby, the balance being construed as severable and independent; provided that no such severability shall be effective if it materially changes the economic benefit of this Agreement to either party.

18. Execution in Counterparts. This Agreement may be executed and delivered in two or more counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same instrument and Agreement. Facsimile signatures shall be deemed as valid as originals.

19. Customer Contact. If Customer has any questions regarding this matter, Customer should contact one of Lender's Loan Counselors at the address above or by calling 800-550-0509.

IN WITNESS HEREOF, the parties hereto have caused this Agreement to be duly executed as of the date signed.

Dated: _____

1/19/2010


Tia Danielle Smith Borrower

Dated: _____

Aurora Loan Services

Dated: _____

Aurora Loan Services is a debt collector. Aurora Loan Services is attempting to collect a debt and any information obtained will be used for that purpose. However, if you are in bankruptcy or received a bankruptcy discharge of this debt, this communication is not an attempt to collect the debt against you personally, but is notice of a possible enforcement of the lien against the collateral property.



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Aurora - Loan Services

2617 COLLEGE PARK • P.O. BOX 1706 • SCOTTSBLUFF, NE 69363-1706
PHONE: 800-550-0508 • FAX: 303-728-7648

ATTACHMENT A-STIPULATED PAYMENTS

- a.1 For purposes of repayment of the Arrearage, Customer shall pay a stipulated payment of \$1122.00 (the "First Plan payment"), on or before 02/01/2010. Thereafter, Customer shall pay five (5) consecutive stipulated monthly payments each in the amount of \$1122.00 on or before the 1st day of every month (each, a "Due Date"), commencing 03/01/2010 and continuing through and including 07/01/2010 (the "Second Plan payment, Third Plan payment, Fourth Plan payment, Fifth Plan payment, and Sixth Plan payment", respectively). On or before 02/01/2010 (the "Agreement Return Date"), Customer shall execute and return the Agreement, including this Attachment A, in accordance with the following instructions:

<u>If by overnight mail service to or if by US Postal Services to</u>	<u>Aurora Loan Services</u>
Attention: Loss Mitigation	Attention: Loss Mitigation
2617 College Park	P.O. Box 1706
Scottsbluff, NE 69361	Scottsbluff, NE 69363-1706

The Agreement will be of no force and effect unless Lender receives the executed Agreement, including Attachment A, as well as the First Plan payment by the Agreement Return Date. Customer shall remit to Lender the First Plan payment, in the amount specified above, made payable to Aurora Loan Services in certified funds by means of cashier's check, money order, Western Union (code city: Bluff, NE), or certified check. All Plan payments, including the First Plan payment, shall contain the Lender's loan number shown in the Agreement and, unless otherwise agreed to by the Lender, shall be payable in certified funds as described above are to be sent to Lender's Payment Processing Center in accordance with the following instructions:

<u>If by overnight mail service to or if by US Postal Services to</u>	<u>Aurora Loan Services</u>
Attention: Cashiering Department	Attention: Cashiering Department
10350 Park Meadows Drive	P.O. Box 5180
Littleton, CO 80124	Denver, CO 80217-5180

- a.2 Plan payments are to be paid on or before the 1st day of every month (each, a "Due Date"). Lender must receive each Plan payment by the Due Date of each month. The Agreement shall expire on the Due Date of the Sixth Plan payment contemplated by section a.1 above (the "Expiration Date"). After the Customer makes the Second Plan payment under this Agreement, it shall be the Customer's responsibility to provide Aurora Loan Services with accurate and complete financial information in support of the Customer's request for a loan modification or other workout option. Customer must also provide Lender with a completed Borrower's Financial Statement and proof of income (copies of Customer's two (2) most recent pay stubs) to enable Lender to properly evaluate Customer's current financial situation and the Customer's request for a loan modification or other loan workout option.



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Aurora • Loan Services

2617 COLLEGE PARK • P.O. BOX 1706 • SCOTTSBLUFF, NE 69363-1706
PHONE: 800-550-0508 • FAX: 303-728-7648

Loan No. [REDACTED] 5453

Tender of the Sixth Plan payment shall not be deemed acceptance by Aurora Loan Services of a workout plan or loan modification.

- b. The aggregate Plan payment will be insufficient to pay the Arrearage. At the Expiration Date, a portion of the Arrearage will still be outstanding. Because payment of the Plan payments will not cure the Arrearage, Customer's account will remain delinquent. Upon the Expiration Date, Customer must cure the Arrearage through a full reinstatement, payment in full, loan modification agreement or other loan workout option that Lender may offer (individually and collectively, a "Cure Method.") Customer's failure to enter into a Cure Method will result in the loan being disqualified from any future Lender Loss Mitigation program with respect to the loan evidenced by the Note, and regular collection activity will continue, including, but not limited to, commencement or resumption of the foreclosure process, as specified in paragraphs 6 and 8 of the Agreement.

IN WITNESS HEREOF, the parties hereto have caused this Attachment A to be duly executed as of the date signed below.

Dated: 1/19/2010

Tia Danielle Smith Borrower

Dated: _____

Aurora Loan Services

Dated: _____

By: _____

Title: _____



AURORA LOAN SERVICES LLC

EXHIBIT T

Kahrl Wutscher LLP

5151 Wisconsin Avenue, NW
Suite 501
Washington, DC 20016
Tel. (888) 339-5282
Fax (866) 581-9302
www.krw-llp.com

Gabriel Assaad
Of Counsel
Direct Dial (202) 841-0649
GAssaad@kahrlwutscherllp.com

November 9, 2009

Via First Class Mail

Tia Danielle Smith
4011 Hubert Avenue
Los Angeles, CA 90008

RE: Purported Qualified Written Request
Borrower: Tia Danielle Smith
Property Address: 4011 Hubert Avenue, Los Angeles, CA 90008
Account No. [REDACTED] 6453

Dear Tia Smith:

We represent Aurora Loan Services LLC ("Aurora") in connection with the above-referenced matter. This is not an attempt to collect a debt. This letter responds to your purported "qualified written request" dated, but not received on, October 6, 2009.

As you know, Aurora has previously provided you with extensive information and disclosures regarding the loan or debt referenced above. Nevertheless, **please read the following disclosures carefully:**

This law firm and its lawyers are not debt collectors, and this is not an attempt to collect any debt. However, any information obtained may be used for the purpose of debt collection.

As of October 27, 2009, the amount of the debt was \$635,575.17. A copy of a payoff statement for the debt is included with this letter, and includes important additional information.

Please send any payment to Aurora, at the address indicated on the enclosed payoff statement. If the payoff includes a statement fee, Aurora will waive that fee if you pay the entire remaining amount of the debt in immediate response to this letter.

Because of interest, late charges and other charges that may vary from day to day, the amount due on the day you pay may be greater than the amount shown above. Hence, if you pay the amount shown above, an adjustment may be necessary after Aurora receives your payment, in

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Gabriel Assaad
Of Counsel

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which event Aurora will inform you before depositing any check for collection.

For simple factual inquiries regarding the servicing of the loan(s) at issue, please contact Aurora's Customer Service Help Desk at:

Aurora Customer Service
2617 College Park
PO Box 1706
Scottsbluff, NE 69363-1706
(800)-550-0508

Unless you dispute the validity of the debt, or any portion thereof, within thirty days after receipt of the notice, the debt will be assumed to be valid.

Aurora has the right to enforce the Note evidencing the debt, and has the right to receive payment of the debt for and on behalf of the owner of the debt.

The name of the current owner of the debt is: Deutsche Bank Trust Company Americas, as trustee, 1761 East St. Andrew Place, Santa Ana, CA 92705.

We include with this letter various documents verifying and evidencing the debt, including but not limited to copies of the note, security instrument, payoff statement, and payment history.

The name and address of the original creditor is: Mortgage Network, Inc., PO Box 85463, San Diego, CA 92186.

Please note that this letter and the related documents are provided for informational purposes only, and in response to your inquiry. If you are making payments on the debt pursuant to a Chapter 13 bankruptcy plan, please also note that the documents may not reflect developments that may recently have occurred in connection with your Chapter 13 bankruptcy. In such a case, please contact us for the most up to date information.

Section 6 of RESPA (12 U.S.C. § 2605) requires that a "qualified written request" must relate to the servicing of the subject loan, and should include a statement of the reasons the borrower believes the account is in error. Many of your questions do not relate to the servicing of this particular loan, and request documents rather than information as allowed by the statute.

Similarly, please note that Aurora is only the servicer of the subject loan, that the questions and allegations relating to the origination of the loan are not within its purview, and

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Of Counsel

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that in any event you should submit a loan modification application in accordance with the instructions provided. In fact, your letter fails to allege that any specific error exists with respect to the servicing of the loan, but instead makes generalized, conclusory allegations primarily regarding the lending industry as a whole.

To the extent that statements in your letter consist of allegations of wrongdoing of any nature by Aurora, all such allegations are denied.

Nevertheless, subject to and without waiving any objections, Aurora responds to your requests as follows:

1) Request: Settlement Statement HUD-1

Response: Subject to and without waiving any objections, all the documents within Aurora's possession responsive to this request, if they exist, are enclosed with this letter. If additional nonprivileged, nonproprietary, responsive documents are located they will be forwarded to you under separate cover.

2) Request: All Right to Cancel Forms

Response: Subject to and without waiving any objections, all the documents within Aurora's possession responsive to this request, if they exist, are enclosed with this letter. If additional nonprivileged, nonproprietary, responsive documents are located they will be forwarded to you under separate cover.

3) Request: ARM Program Disclosure

Response: Subject to and without waiving any objections, all the documents within Aurora's possession responsive to this request, if they exist, are enclosed with this letter. If additional nonprivileged, nonproprietary, responsive documents are located they will be forwarded to you under separate cover.

4) Request: First Payment Letter

Response: Subject to and without waiving any objections, all the documents within Aurora's possession responsive to this request, if they exist, are enclosed with this letter. If additional nonprivileged, nonproprietary, responsive documents are located they will be forwarded to you under separate cover.

5) Request: Buy down Agreement

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Of Counsel

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Response: Subject to and without waiving any objections, all the documents within Aurora's possession responsive to this request, if they exist, are enclosed with this letter. If additional nonprivileged, nonproprietary, responsive documents are located they will be forwarded to you under separate cover.

6) Request: Credit Documents

Response: Subject to and without waiving any objections, all the documents within Aurora's possession responsive to this request, if they exist, are enclosed with this letter. If additional nonprivileged, nonproprietary, responsive documents are located they will be forwarded to you under separate cover.

7) Request: Lock In agreement

Response: Subject to and without waiving any objections, all the documents within Aurora's possession responsive to this request, if they exist, are enclosed with this letter. If additional nonprivileged, nonproprietary, responsive documents are located they will be forwarded to you under separate cover.

8) Request: Mortgage/Deed of Trust

Response: Subject to and without waiving any objections, all the documents within Aurora's possession responsive to this request, if they exist, are enclosed with this letter. If additional nonprivileged, nonproprietary, responsive documents are located they will be forwarded to you under separate cover.

9) Request: Appraisal

Response: Subject to and without waiving any objections, all the documents within Aurora's possession responsive to this request, if they exist, are enclosed with this letter. If additional nonprivileged, nonproprietary, responsive documents are located they will be forwarded to you under separate cover.

10) Request: Loan Application

Response: Subject to and without waiving any objections, all the documents within Aurora's possession responsive to this request, if they exist, are enclosed with this letter. If additional nonprivileged, nonproprietary, responsive documents are located they will be forwarded to you under separate cover.

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Gabriel Assaad
Of Counsel

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11) Request: All Good Faith Estimates

Response: Subject to and without waiving any objections, all the documents within Aurora's possession responsive to this request, if they exist, are enclosed with this letter. If additional nonprivileged, nonproprietary, responsive documents are located they will be forwarded to you under separate cover.

12) Request: Commitment Letter

Response: Subject to and without waiving any objections, all the documents within Aurora's possession responsive to this request, if they exist, are enclosed with this letter. If additional nonprivileged, nonproprietary, responsive documents are located they will be forwarded to you under separate cover.

13) Request: Hazard/Flood Policy

Response: Subject to and without waiving any objections, all the documents within Aurora's possession responsive to this request, if they exist, are enclosed with this letter. If additional nonprivileged, nonproprietary, responsive documents are located they will be forwarded to you under separate cover.

14) Request: CHARM Booklet

Objection: This request is vague, ambiguous and unintelligible. Aurora is not able to discern what is intended by the term "CHARM Booklet," and therefore is not able to respond to this request without further clarification from you. Aurora states that the documents requested, if they exist, may be proprietary, confidential, and/or otherwise protected from disclosure and dissemination. Aurora also states that the information requested does not relate to any issue(s) raised by you with respect to the servicing of the loan. Further, Aurora states that the information requested may be publicly available and the borrower has no privity of contract with respect to the requested agreement. Subject to and without waiving any objections, and to the extent a response may be necessary, Aurora refers to the information and documents publicly available through the "EDGAR" system on the United States Securities and Exchange Commission's website, <http://www.sec.gov/edgar.shtml>, and requests that you provide a confidentiality agreement.

15) Request: Title Commitment

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Of Counsel

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Response: Subject to and without waiving any objections, all the documents within Aurora's possession responsive to this request, if they exist, are enclosed with this letter. If additional nonprivileged, nonproprietary, responsive documents are located they will be forwarded to you under separate cover.

16) Request: Adverse Notice

Response: Subject to and without waiving any objections, all the documents within Aurora's possession responsive to this request, if they exist, are enclosed with this letter. If additional nonprivileged, nonproprietary, responsive documents are located they will be forwarded to you under separate cover.

17) Request: Purchase Agreement

Response: Subject to and without waiving any objections, all the documents within Aurora's possession responsive to this request, if they exist, are enclosed with this letter. If additional nonprivileged, nonproprietary, responsive documents are located they will be forwarded to you under separate cover.

18) Request: Mortgage Broker Agreement

Response: Subject to and without waiving any objections, all the documents within Aurora's possession responsive to this request, if they exist, are enclosed with this letter. If additional nonprivileged, nonproprietary, responsive documents are located they will be forwarded to you under separate cover.

19) Request: Privacy Policy

Response: Subject to and without waiving any objections, all the documents within Aurora's possession responsive to this request, if they exist, are enclosed with this letter. If additional nonprivileged, nonproprietary, responsive documents are located they will be forwarded to you under separate cover.

20) Request: All State Specific Disclosures

Response: Subject to and without waiving any objections, all the documents within Aurora's possession responsive to this request, if they exist, are enclosed with this letter. If additional nonprivileged, nonproprietary, responsive documents are located they will be forwarded to you under separate cover.

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Of Counsel

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21) Request: Closing Instructions

Response: Subject to and without waiving any objections, all the documents within Aurora's possession responsive to this request, if they exist, are enclosed with this letter. If additional nonprivileged, nonproprietary, responsive documents are located they will be forwarded to you under separate cover.

22) Request: Section 32 Disclosures

Response: Subject to and without waiving any objections, all the documents within Aurora's possession responsive to this request, if they exist, are enclosed with this letter. If additional nonprivileged, nonproprietary, responsive documents are located they will be forwarded to you under separate cover.

23) Request: Note

Response: Subject to and without waiving any objections, all the documents within Aurora's possession responsive to this request, if they exist, are enclosed with this letter. If additional nonprivileged, nonproprietary, responsive documents are located they will be forwarded to you under separate cover.

24) Request: All Truth In Lending Disclosure Statements

Response: Subject to and without waiving any objections, all the documents within Aurora's possession responsive to this request, if they exist, are enclosed with this letter. If additional nonprivileged, nonproprietary, responsive documents are located they will be forwarded to you under separate cover.

25) Request: HELOC Agreement & Disclosures

Objection: This request is vague, ambiguous and unintelligible. Aurora is not able to discern what is intended by the term "HELOC," and therefore is not able to respond to this request without further clarification from you. Aurora states that the documents requested, if they exist, may be proprietary, confidential, and/or otherwise protected from disclosure and dissemination. Aurora also states that the information requested does not relate to any issue(s) raised by you with respect to the servicing of the loan. Further, Aurora states that the information requested may be publicly available and the borrower has no privity of contract with respect to the requested agreement. Subject to and without waiving any objections, and to the extent a response may be necessary, Aurora refers to the information and documents publicly available through the

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Gabriel Assaad
Of Counsel

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"EDGAR" system on the United States Securities and Exchange Commission's website,
<http://www.sec.gov/edgar.shtml>

26) Request: Private Mortgage Insurance Certificate

Response: Subject to and without waiving any objections, all the documents within Aurora's possession responsive to this request, if they exist, are enclosed with this letter. If additional nonprivileged, nonproprietary, responsive documents are located they will be forwarded to you under separate cover.

27) Request: Asset Verification Documentation

Objection: This request is vague, ambiguous and unintelligible. Aurora is not able to discern what is intended by the term "Asset Verification," and therefore is not able to respond to this request without further clarification from you. Aurora states that the documents requested, if they exist, may be proprietary, confidential, and/or otherwise protected from disclosure and dissemination. Aurora also states that the information requested does not relate to any issue(s) raised by you with respect to the servicing of the loan. All documents within Aurora's possession that may be responsive to this request, if they exist, are enclosed with this letter.

28) Request: Income Verification Documentation

Response: See the response to request 27.

29) Request: Gift Fund letters and verification

Objection: This request is vague, ambiguous and unintelligible. Aurora is not able to discern what is intended by the term "Gift Fund," and therefore is not able to respond to this request without further clarification from you. Aurora states that the documents requested, if they exist, may be proprietary, confidential, and/or otherwise protected from disclosure and dissemination. Aurora also states that the information requested does not relate to any issue(s) raised by you with respect to the servicing of the loan. All documents within Aurora's possession that may be responsive to this request, if they exist, are enclosed with this letter.

30) Request: Itemization of Amount Financed

Response: Subject to and without waiving any objections, all the documents within Aurora's possession responsive to this request, if they exist, are enclosed with this letter. If additional nonprivileged, nonproprietary, responsive documents are located they will be forwarded to you under separate cover.

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31) Request: Special Information Booklet on Closing Costs

Objection: This request is vague, ambiguous and unintelligible. Aurora is not able to discern what is intended by this request and therefore is not able to respond to this request without further clarification from you. Aurora states that the documents requested, if they exist, may be proprietary, confidential, and/or otherwise protected from disclosure and dissemination. Aurora also states that the information requested does not relate to any issue(s) raised by you with respect to the servicing of the loan. Further, Aurora states that the information requested may be publicly available and the borrower has no privity of contract with respect to the requested agreement. Subject to and without waiving any objections, and to the extent a response may be necessary, Aurora refers to the information and documents publicly available through the "EDGAR" system on the United States Securities and Exchange Commission's website, <http://www.sec.gov/edgar.shtml>

32) Request: Controlled Business Arrangement Disclosure

Objection: This request is vague, ambiguous and unintelligible. Aurora is not able to discern what is intended by this request and therefore is not able to respond to this request without further clarification from you. Aurora states that the documents requested, if they exist, may be proprietary, confidential, and/or otherwise protected from disclosure and dissemination. Aurora also states that the information requested does not relate to any issue(s) raised by you with respect to the servicing of the loan. All documents within Aurora's possession that may be responsive to this request, if they exist, are enclosed with this letter.

33) Request: A copy of the loan history including all payments made, all fees incurred, what has been paid out of the escrow account, and how all payments were applied. This information should cover the entire life of the loan.

Response: Subject to and without waiving any objections, all the documents within Aurora's possession responsive to this request, including the loan history, are enclosed with this letter. If additional nonprivileged, nonproprietary, responsive documents are located they will be forwarded to you under separate cover.

The enclosed documents should answer any questions you may have about your loan. For simple factual inquiries regarding the servicing of the loan(s) at issue, please contact Aurora's Customer Service Help Desk at:

Aurora Customer Service
2617 College Park

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Gabriel Assaad
Of Counsel

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Post Office Box 1706
Scottsbluff, Nebraska 69363-1706
Telephone: (800) 550-0508

Origination and the underwriting and closing of the loan transaction should be directed
to:

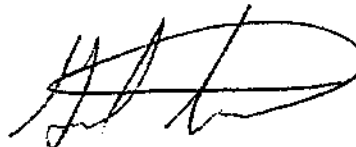
Executive Communications
10350 Park Meadows Drive
Littleton, Colorado 80124
Telephone (866) 420-3167

Otherwise, please contact the undersigned at the address and/or telephone number given
above.

If you are interested in requesting a loan modification, please fill out the enclosed
Borrower's Financial Statement, and return it to the undersigned. Also, please provide: (1)
copies of the borrower's paystubs for the last two months; (2) if the borrower is self-employed,
complete copies of the borrower's tax returns for the last two years; (3) copies of the borrower's
complete bank statements for the last two months; and (4) a hardship letter, explaining why the
borrower fell behind on the borrower's mortgage payments and how the borrower believes s/he
will now be able to make those payments.

Thank you for your anticipated cooperation.

Sincerely,



Gabriel Assaad

Enc.

EXHIBIT U

AFTER RECORDING RETURN TO:

CAL-WESTERN RECONVEYANCE CORPORATION
525 EAST MAIN STREET
P.O. BOX 22004
EL CAJON CA 92022-9004
(619)590-9200

RECORDED IN POLK COUNTY
Valerie Unger, County Clerk

2010-007886



\$56.00

00232877201000078880030036

08/18/2010 03:46:04 PM

REC-NDE Cnt=1 Stn=1 K. WILLIAMS
\$15.00 \$10.00 \$11.00 \$15.00 \$5.00

NOTICE OF DEFAULT AND ELECTION TO SELL

Loan No.: XXXXXX7062 T.S. No.: 1289798-09

Reference is made to that certain trust deed made by
MICHAEL SMERDEL AND JAMIE SMERDEL, HUSBAND AND WIFE AS JOINT TENANTS BY THE
ENTIRETY
as grantor,
to FIRST AMERICAN TITLE
as trustee,
in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., ("MERS") AS NOMINEE
FOR GREENPOINT MORTGAGE FUNDING, INC.
as beneficiary, dated February 12, 2007, recorded April 09, 2007, in the official records of POLK County,
Oregon, in book/reel/volume No. XX at page XX, fee/file/instrument/microfilm/reception No. 2007-005331
(indicate which), covering the following described real property situated in said County and State, to-wit:
LOT 15, MOUNTAIN FIR ESTATES PHASE II, INDEPENDENCE, POLK COUNTY, OREGON.

CAL-WESTERN RECONVEYANCE CORPORATION

as Trustee, hereby certifies that no assignments of the trust deed by the trustee or by the beneficiary and no
appointments of a successor-trustee have been made except as recorded in the mortgage records of the county
or counties in which the above described real property is situated; further, that no action, suit or proceeding
has been instituted to recover the debt, or any part thereof, now remaining secured by the said trust deed, or, if
such action or proceeding has been instituted, such action or proceeding has been dismissed except an action
to appoint a receiver pursuant to ORS 86.010, or the foreclosure of another trust deed, mortgage, security
agreement or other consensual or nonconsensual security interest or lien securing repayment of this debt.

There is a default by the grantor or other person owing an obligation, or by their successor-in-interest, the
performance of which is secured by said trust deed with respect to provisions therein which authorize sale in
the event of default of such provision; the default for which foreclosure is made is grantor's:

FIRST AMERICAN TITLE — 1598544

NOTICE OF DEFAULT AND ELECTION TO SELL

Loan No.: XXXXXX7062

T.S. No.: 1289798-09

Failure to pay the monthly payment due April 1, 2010 of principal, interest and impounds and subsequent installments due thereafter; plus late charges; together with all subsequent sums advanced by beneficiary pursuant to the terms and conditions of said deed of trust.

Monthly Payment: \$624.42 Monthly Late Charge: \$21.60

By reason of said default, the beneficiary has declared all obligations secured by said trust deed immediately due and payable said sums being the following, to-wit:

The principal sum of \$133,473.75 together with interest thereon at the rate of the rate of 7.250% per annum, from March 01, 2010 until paid; plus all accrued late charges thereon; and all trustee's fees, foreclosure costs and any sums advanced by the beneficiary pursuant to the terms and conditions of said deed of trust.

Notice is hereby given that the beneficiary and trustee, by reason of said default, have elected and do hereby elect to foreclose said trust deed by advertisement and sale pursuant to Oregon Revised Statutes Sections 86.705 to 86.795, and to cause to be sold at public auction to the highest bidder for cash funds the interest in the said described property which the grantor had, or had the power to convey, at the time of the execution by him of the trust deed, together with any interest the grantor or his successors in interest acquired after execution of the trust deed to satisfy the obligations secured by said trust deed and the expenses of the sale, including the compensations of the trustee as provided by law, and the reasonable fees of trustee's attorneys.

Said sale will be held at the hour of 1:00pm, Standard of Time as established by Section 187.110 of Oregon Revised Statutes on December 22, 2010 at the following place:

**AT THE MAIN STREET ENTRANCE TO THE POLK COUNTY COURTHOUSE
850 MAIN STREET**

in the City of DALLAS County of POLK, State of Oregon, which is the hour, date and place fixed by the trustee for said sale.

Other than as shown of record neither the said beneficiary nor the said trustee has any actual notice of any person having or claiming to have any lien upon or interest in the real property hereinabove described subsequent to the interest of the trustee in the trust deed, or of any successor in interest to the grantor or of any lessee or other persons in possession of or occupying the property:

Notice is further given that any person named in Section 86.753 of Oregon Revised Statutes has the right to have the foreclosure proceeding dismissed and the trust deed reinstated by payment to the beneficiary of the entire amount then due (other than such portion of said principal as would not then be due had no default occurred), together with costs, trustee's and attorney's fee by curing any other default complained of in the Notice of Default by tendering the performance required under the obligation or trust deed, at any time prior to five days before the date last set for sale.

NOTICE OF DEFAULT AND ELECTION TO SELL

Loan No.: XXXXXX7062
T.S.No.: 1289798-09

In construing this notice, the masculine gender includes the feminine and the neuter, the singular includes the plural, the word "grantor" includes any successor in interest to the grantor as well as any other persons owing an obligation, the performance of which is secured by said trust deed, the words "trustee" and "beneficiary" include their respective successors in interest, if any.

CAL-WESTERN RECONVEYANCE CORPORATION

By/Signature: _____

Jennifer Vicia, V.P.

August 12, 2010

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

On 8/12/2010 before me, N. Feistel
a Notary Public, personally appeared Jennifer Vicia, V.P., who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature _____

N. Feistel

(Seal)



EXHIBIT V

DISCHARGE OF MORTGAGE Page 2 of 2

AURORA LOAN SERVICES, LLC
On January 6th, 2010

By: 
THEODORE SCHULTZ, Assistant
Vice-President



STATE OF Nebraska
COUNTY OF Scotts Bluff

ON January 6th, 2010, before me, IRENE GUERRERO, a Notary Public in and for the County of Scotts Bluff County, State of Nebraska, personally appeared THEODORE SCHULTZ, Assistant Vice-President, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal,


IRENE GUERRERO
Notary Expires: 09/14/2013



(This area for notarial seal)

Dated: 09/01/1999 Recorded: 09/07/1999 In Book/Reel/Liber: 100 Page/Folio: 12228 as Instrument No.: 4458 in the records of the County Recorder of Pottawattamie State of Iowa

Property Address: 501 N 27TH ST, COUNCIL BLUFF, IA 51501

IN WITNESS WHEREOF, the undersigned, by the officer duly authorized, has duly executed as a free act and deed the foregoing instrument.

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

On October 5th, 2009

By:


THEODORE SCHULTZ, Vice-President



STATE OF Nebraska
COUNTY OF Scotts Bluff

ON October 5th, 2009, before me, IRENE GUERRERO, a Notary Public in and for the County of Scotts Bluff County, State of Nebraska, personally appeared THEODORE SCHULTZ, Vice-President, personally

*BCH*BCHAL807152208-63-22-98 F# ALSD1ALSD00080000000000000000 MAINTORT 0123710000 MAISTATE_MORT_REL *ALS*

*CPMPCFWALS*1001/2008 12:15:58 PM ALS01ALSD000000000900000658085* MANORTH CO2TRNDS MSTATE_MORT_REL *CPMALSR*

EXHIBIT W



**CAL-WESTERN
RECONVEYANCE
CORPORATION**

A Prommis Solutions Company

August 23, 2011

Tia Danielle Smith
4011 Hubert Ave
Los Angeles, CA 90008

Re: Borrower: Tia Danielle Smith
T.S. No.: 1241071-14
Loan No.: [REDACTED] 5453
Property Address: 4011 Hubert Ave, Los Angeles, CA 90008

Dear Ms. Smith:

I write to you in response to correspondence received by Cal-Western Reconveyance Corporation ("CWR"), dated July 13, 2011. Your correspondence requests information in order to validate the debt pertaining to the above-referenced loan number ("Loan") and property address ("Property"), which are currently subject to non-judicial foreclosure proceedings. Please note that this letter shall serve as only CWR's response to your correspondence.

As a preliminary matter, CWR is the substituted foreclosure trustee under the Deed of Trust for the Loan. As you should be aware, a trustee under a Deed of Trust is typically not the beneficiary, lender, or loan servicer. Such is the case here. A copy of the recorded Substitution of Trustee is enclosed for your reference. Based on the information provided to CWR by the beneficiary and loan servicer, you are in default on your obligations under the Loan because you failed to make the monthly payment that became due on November 1, 2008, and subsequent installments due thereafter. Consequently, the Loan was referred for non-judicial foreclosure.

Your correspondence includes what you purport to constitute as a Qualified Written Request for validation of the debt under RESPA. Please be aware that the majority of such types of inquiries, specifically demands to produce accounting and loan origination documentation, are applicable only to the lender or servicer of the Loan. As the foreclosure trustee, CWR is not legally obligated under RESPA to respond to such types of inquiries. Moreover, as CWR was not involved in the origination of the Loan, CWR does not have access to the majority of information you are requesting.



**CAL-WESTERN
RECONVEYANCE
CORPORATION**

A Prommis Solutions Company

However, as an accommodation to you and in order to validate the debt, enclosed please find copies of the Adjustable Rate Note ("Note"), Deed of Trust, Corporate Assignment of Deed of Trust ("Assignment"), and MERS Servicer ID screen printout for the Loan. The enclosed documents indicate that the original creditor was American Mortgage Network, Inc. ("American"), with Mortgage Electronic Registration Systems, Inc. ("MERS") as nominee for American. The Assignment indicates that the current beneficiary is Aurora Loan Services, LLC ("Aurora"). Aurora is also the current servicer of the Loan and Deutsche Bank National Trust Company Americas as Trustee ("Deutsche Bank") is the investor, pursuant to the information contained in the enclosed MERS Servicer ID screen printout¹. The Note provides an original address for payments to American of P.O. Box 85302, Attn: Cashier's Dept, San Diego, CA 92186. The Deed of Trust provides an original mailing address for American of P.O. Box 85463, San Diego, CA 92186. The Deed of Trust also provides an original mailing address for MERS of P.O. Box 2026, Flint, MI 48501-2026, with a telephone number of (888) 679-MERS. The Assignment provides a mailing address for Aurora of 2617 College Park, Scottsbluff, NE 69361. The MERS Servicer ID screen printout provides a telephone number for Aurora of (308) 220-2240 and a telephone number for Deutsche Bank of (714) 247-6000. However, please note that these telephone numbers, mailing or payment addresses could have changed since the Loan was originated in November of 2006.

As the foreclosure trustee, CWR has no obligation to provide you with the original Note or verify Note holder identifications under the comprehensive statutory scheme governing non-judicial foreclosures contained in California Civil Code § 2924 et seq. It is the understanding of CWR that Aurora is either currently in possession of the original Note or has information regarding its location, although you will need to confirm this with Aurora.

Finally, with respect to your dispute of the amount owed under the Loan, please be advised that CWR incurs no liability for reliance upon information provided by the beneficiary or its servicer regarding the nature and extent of the default under the Loan. Civil Code §2924(b) specifically recognizes that a foreclosure trustee has no liability for any error in the information provided by the lender regarding the nature and amount of the default. In salient part the statute provides that:

"In performing the acts required by this article, the trustee shall incur no liability for any good faith error resulting from reliance on information provided in good faith by the beneficiary regarding the nature and the amount of the default under

¹ If you would like to conduct your own search on the MERS webpage for servicer information, please visit www.MERSinc.org, click on "MERS ServicerID" and search by your MIN (MERS Identification Number), which can be found in either the upper left or right quadrant of the first page of your Deed of Trust.



**CAL-WESTERN
RECONVEYANCE
CORPORATION**

A Prommis Solutions Company

the secured obligation, deed of trust or mortgage.”

As a result, any dispute regarding the nature and/or amount of the default is a matter that should be addressed directly with Aurora. Further, CWR has no independent ability to confirm the validity of the information provided by Aurora nor does CWR have the independent ability to provide you with or confirm any payment history or accounting for the Loan, as CWR does not have access to this information.

In conclusion, CWR previously forwarded your correspondence to Aurora for its review and/or response. Unless prohibited by applicable state or federal law, all collection and foreclosure activity regarding the Loan will proceed as instructed by Aurora.

If you have any additional questions regarding this matter as it relates to CWR, you can contact me at the number below.

Very truly yours,

Victoria Adams, Esq.
Associate Corporate Counsel
Cal-Western Reconveyance Corporation

Enclosures

EXHIBIT X

Forensic Mortgage Violation Assessment Screening



Post-Close Audit

**Prepared For NACA
on Behalf of Tia Smith**

**4011 Hubert Avenue
Los Angeles, CA 90008**

Confidential



Forensic Mortgage Violation Assessment Screening

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DISCLAIMER

The information contained in this document, including any source links to related information, is not to be construed as legal advice and is offered to the recipient for educational purposes only. CMAC is a forensic mortgage due diligence firm providing research assistance and information to consumer law attorneys. This due diligence analysis is based on the closing documents procured and provided for review. The exceptions listed herein are not to be construed as an exhaustive list of all violations and discrepancies that may arise from this loan. Other violations may often be uncovered through discovery as well. CMAC is not a law firm and does not offer legal advice. For legal advice, please consult with a licensed and competent attorney in your jurisdiction. Remember, the hiring of an attorney is an important decision that should not be based solely on advertisements or solicitations. Any negotiations made between the consumer and that respective law professional are strictly between those two parties.

SCOPE OF AUDIT:

All documents provided for Audit purposes have been treated as if they are the 'Final & Original Executed Documents'. Unsigned documents have been noted as such and are also treated as if they were the 'Final Executed Documents' with signatures. Audits are performed using the original documentation as provided. Borrowers certify that they have provided Auditor with all documents in their possession that they originally received in connection with the consummation of loan to be audited. Missing documents are noted, and their exclusion may limit and/or affect the Audit results. Auditor makes no representations and/or warranties of any kind and assumes no liability whatsoever for any Audit report findings, including incorrect findings arising from inaccurate data, improper classification of data, or erroneous interpretations of the loan data submitted for review.



Forensic Mortgage Violation Assessment Screening

About CMAC

To Whom it May Concern:

The Consumer Mortgage Audit Center, LLC (hereinafter referred to as "CMAC") is a due diligence and consulting company, specializing in the field of mortgage forensic research and analysis. CMAC boasts a highly specialized team of mortgage experts who represent a combined experience of over 100 years in Mortgage Finance. Every aspect of the Mortgage Origination/Securitization Process is represented within our ranks as our analysts are Certified Forensic Consultants (CFC). Our Senior Analysts/Experts have held senior positions in a wide array of areas such as Originations, Underwriting, Capital Markets, Securitization, Servicing, Risk Management, Compliance, Legal, Closings and Quality Control. Our combined experience and expertise provide an expansive knowledge base that serves as a platform for our audit methodologies and practices.

The purpose of this Forensic Mortgage Violation Assessment Screening is to provide the reader with an in depth third party investigation of the loan attributes, sequence of events, business and compliance practices followed throughout the Mortgage loan transaction. This Forensic Mortgage Violation Assessment Screening will identify potential deficiencies, discrepancies, misrepresentations, errors and statutory violations within the particular mortgage loan. CMAC's proprietary Violation Assessment Model (VAM) articulates the specific statute violations revealed during the course of the investigation, their cause, applicable regulation and/or case law and possible remedies available.

CMAC's Forensic Mortgage Violation Assessment Screening provides a comprehensive examination and investigation of the Mortgage's Legal Documents, Disclosures, Underwriting Standards and Business Practices utilized to effectuate the mortgage loan transaction. This Forensic Mortgage Analysis Report will provide and discuss in depth each violation with its respective citation, and applicable relevant case law and decisions. CMAC's role is that of a neutral third party providing an unbiased summary of facts without forming a legal position or opinion, leaving the reader to draw their own conclusions.

Respectfully yours,

Consumer Mortgage Audit Center, LLC
3350 NW 53rd St., Suite 101
Fort Lauderdale, FL 33309
Phone: 954-590-1246
Fax: 954-590-1229
Web: www.truthinaudits.com

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Forensic Mortgage Violation Assessment Screening

How To Read Audit

The Report that follows is an independent third party accounting of the exceptions uncovered as a result of a Forensic Mortgage Analysis performed in connection with the mortgage loan transaction. The mortgage loan transaction is audited utilizing CMAC's proprietary methodology and ethics standards set forth by the American College of Forensic Examiners Institute. This Report is broken up into several areas detailing information on that particular topic. The following is an explanation of how this report is divided into those different topics:

Documents Received for Audit

Inventory and details of documents received from or on behalf of the borrower, including whether or not documents were executed. This is the scope of what is being audited.

Loan Summary

Summary of the loan's attributes, terms, loan participants and the borrower's qualification profile.

TILA Analysis

Compares and contrasts the information disclosed to the client versus the actual information that should have been disclosed according to the Note.

Net Present Value Calculations

Foreclosure Risk of Loss Analysis which conservatively projects the gains/or losses to the investor if they should foreclose on the property. The result of this analysis helps to determine the Net Present Value (NPV) of the loan.

Auditor Comments

Details relevant case law for violations uncovered. Also, offers observations made by the auditor that may or may not be considered violations but may be a material factor in demonstrating improper or irregular business procedures or practices.

Summary of Consumer Protection Statutes

Reference guide and links to regulations and statutes covered by report.



Forensic Mortgage Violation Assessment Screening

Checklist of Loan Documents Received for Forensic Audit

#	Document Title	Status	Required	Signed?	Dated?
1	Mortgage/Deed of Trust	Received	Yes	No	11/13/2006
2	Promissory Note and Addendums/Riders (if any)	Received	Yes	No	11/13/2006
3	Final HUD-1 or HUD-1A Settlement Statement	Missing	Yes	No	
4	Initial Truth-In Lending Disclosure Statement	Missing	Yes	No	
5	Final Truth-In Lending Disclosure Statement	Received	Yes	No	11/13/2006
6	Itemization of Amount Financed (if applicable)	Received	Yes	No	11/13/2006
7	Good Faith Estimate	Received	Yes	No	11/13/2006
8	Special Information Booklet on Closing Cost	Missing	Yes	No	
9	Initial Loan Application (URLA-1003)	Missing	Yes	No	
10	Final Loan Application (URLA-1003)	Missing	Yes	No	
11	Homeowner(s) Credit Report	N/A	No	No	
12	Appraisal Report/Right to Receive Copy	Received	Yes	No	11/13/2006
13	Notices of Right To Cancel (if applicable)	Partial	Yes	No	11/13/2006
14	Section 32 Disclosures (if applicable)	N/A	No	No	
15	HELOC Disclosure (if applicable)	N/A	No	No	
16	Mortgage Insurance Certificate (if applicable)	N/A	No	No	
17	FEMA Flood Insurance Notification (if applicable)	Received	Yes	No	
18	Hazard Insurance Certificate (if applicable)	Received	Yes	No	11/13/2006
19	ARM Program Disclosure (if applicable)	Received	Yes	No	
20	CHARM Consumer Handbook on ARM (if applicable)	Missing	Yes	No	
21	Title Commitment/Policy	Missing	Yes	No	
22	Initial Escrow Account Disclosure/Waiver	Received	Yes	No	11/13/2006
23	Transfer of Servicing Disclosure (if applicable)	Received	Yes	No	
24	Controlled/Affiliated Business Arrangement	Missing	Yes	No	
25	First Payment Letter	Missing	Yes	No	
26	Adverse Notices (if applicable)	N/A	No	No	
27	Purchase Agreement with Addendums (if applicable)	N/A	No	No	
28	Buy Down Agreements (if applicable)	N/A	No	No	
29	Mortgage Broker Agreements	Missing	Yes	No	
30	Privacy Policy/Information Sharing Disclosure	Received	Yes	No	11/13/2006
31	All State Required Disclosures	Partial	Yes	No	
32	Forensic Audit Questionnaire/Borrower's Affidavit	Missing	Yes	No	
33	ECOA Notice	Received	Yes	No	
34	Credit Score Disclosure	N/A	No	No	
35	Fair Lending Disclosure	Missing	Yes	No	
36	Funding Date	Received	Yes	No	



Forensic Mortgage Violation Assessment Screening

Loan Summary

Borrower:	Tia Smith	Date Audited:	09/28/2009
Current Servicer:	UTD	Date Closed:	11/13/2006
Note Holder:	UTD	Loan#:	██████████9130

Property Address:	4011 Hubert Avenue	State:	CA
City:	Los Angeles	Zip:	90008

Property Type:	SFR	Loan Program:	Hybrid
Occupancy Code:	OWNER OCCUPIED	Loan Type:	CONV./UNINSURED
Mortgage Insurance:	N/A	Product Code:	UTD
Amount of Coverage:	N/A	Loan Purpose:	REFINANCE
Mortgage Ins. Co:	N/A		

Loan Amt:	\$556,000.00	Principal/Int:	\$1,918.87
2nd Loan Amt:	\$0.00	2nd Principal/Int:	\$0.00
Purchase	Refinance	Taxes:	UTD
Appraised	UTD	Flood/Hazard:	UTD
LTV:	UTD	HOA/OTHER:	UTD
Interest Rate:	1.5 (Teaser Start Rate)	Mortgage Ins:	N/A
Term:	360	PITI:	\$1,918.87

1st Payment:	01/01/2007	Index:	4.8267 %
Maturity:	12/01/2036	Margin:	3.4000 %
1st Rate	01/01/2007	Min Rate:	3.4000 %
Rate Change	Monthly	Max Rate:	9.9950 %
Negative Am:	YES	Rate Caps:	N/A
Prepayment	YES	Pay Caps:	7.5%

<u>Based on 1003(Then)</u>		<u>Actual (Now)</u>	
Income:	UTD (No 1003 in file)	Income:	UTD
Expenses:	UTD	Expenses:	UTD
DTI 1st Ratio:	UTD	DTI 1st Ratio:	UTD
DTI 2nd Ratio:	UTD	DTI 2nd Ratio:	UTD
Credit Score:	UTD	Credit Score:	UTD



Forensic Mortgage Violation Assessment Screening

TILA Analysis

Borrower:	Tia Smith	Date Audited:	09/28/2009
Current Servicer:	UTD	Date Closed:	11/13/2006
Note Holder:	UTD	Loan#:	██████████9130

Disclosed Final TILDS			
APR	FINANCE CHARGE	Amount Financed	Total of Payments
8.2600 %	\$1,108,356.30	\$550,580.10	\$1,658,936.40

TILA Analysis Actual TILDS			
APR	FINANCE CHARGE	Amount Financed	Total of Payments
8.2932 %	\$1,112,019.96	\$553,412.10	\$1,665,432.06

Number of Payments (Monthly): 360
 Amount of most common payment:
 Amount of any irregular first payment:
 Amount of any irregular final payment:

Based on Independent Assessment & Calculation:

Annual Percentage Rate (APR) Discrepancy: -0.0332 %
 Finance Charge Discrepancy: (\$3,663.66) *** Under-Disclosed*** 1/2 of 1% of total loan

*Violation APR Tolerance for Error on Fixed Rate Loans is .125%;

**Violation APR Tolerance for Error On ARM is .25%;

***Violation Finance Charge Tolerance for Error is \$100; Or 1/2 of 1% of total loan amount

****Violation Finance Charge Tolerance for Error IF in Foreclosure is \$35;



Forensic Mortgage Violation Assessment Screening

Foreclosure Risk of Loss Calculations for Net Present Value Test

Borrower:	Tia Smith	Date Audited:	09/28/2009
Current Servicer:	UTD	Date Closed:	11/13/2006
Note Holder:	UTD	Loan#:	9130

Conservative estimate of costs incurred during a foreclosure including legal, cleanup, recovery etc.

Current Fair Market Value of property:	\$441,000.00
Discount off value for quick sale 20%:	\$88,200.00
Sales price:	\$352,800.00
Unpaid Principal Balance of loan:	\$639,581.10
Current Interest rate:	1.5 (Teaser Start Rate)
# of months left on loan (I.O. use 999):	314
Interest lost per month:	SEE LOSS OF INCOME
# of months to foreclose:	6
Loss of income during foreclosure:	\$11,513.22
Cost of Legal Action:	\$1,300.00
Clean-up costs:	\$1,500.00
Insurance coverage:	SEE LOSS OF INCOME
Property taxes not paid:	SEE LOSS OF INCOME
Selling costs: (7%)	\$24,696.00
Profit/Loss to lender:	(\$325,790.32)
(Profit if positive, loss if negative):	



Forensic Mortgage Violation Assessment Screening

Auditors Comments

HD01: Failure to Provide HUD-1 Settlement Statement.

GENERATED BY: Lender/ TPO **SEVERITY:** Serious

CITATION: RESPA:12 USC § 2603(a) & (b); RESPA: Reg. X, 24 CFR § 3500.8(a) & (b), 3500.10(b)

CASE LAW: United States District Court, N.D. Illinois,

Eastern Division. Rochelle WASHINGTON and Sidney Washington, Plaintiffs, v. AMERIQUEST MORTGAGE COMPANY, Deutsche Bank National Trust Company, and AMC Mortgage Services, Inc., Defendants. No. 05 C 1007. July 11, 2006.

RR03: Missing 2 copies of Right to Cancel for Each Borrower.

GENERATED BY: Closing Agent **SEVERITY:** Serious

CITATION: TILA: Reg. Z, 12 C.F.R. § 226.23 (b)(1)

CASE LAW: 2003 U.S. Dist. LEXIS 514, * RICKY DAVISON and DEBRA R. DAVISON, Plaintiffs, v. BANK ONE HOME LOAN SERVICES, and MORTGAGE PLUS, INC., Defendants. MORTGAGE PLUS, INC., Third-Party Plaintiff, v. KARSTETTER & KLEND, Third-Party Defendant. UNITED STATES DISTRICT COURT FOR THE DISTRICT OF KANSAS 2003 U.S. Dist. LEXIS 514 January 13, 2003, Decided

****MATERIAL VIOLATION LEADING TO EXTENDED 3 YEAR RIGHT TO CANCEL****

TL07: Finance Charge Error Greater Than \$100 of Total Credit Extended.

GENERATED BY: Lender/TPO **SEVERITY:** Serious

CITATION: TILA: Reg. Z, 12 C.F.R. § 226.18 (d)(1)(i)

CASE LAW: United States District Court, N.D. Illinois, Eastern Division. Willie C. MURRY and Wylodean Murry, Plaintiffs, v. AMERICA'S MORTGAGE BANC, INC., The Loan Arranger, Inc., Clearwater Title Co., Paragon Home Lending, LLC, Homecomings Financial Network, Inc., Defendants. Blondell GREENLEAF, Plaintiff, v. BWM MORTGAGE, LLC, Sovereign Bank, Mortgage Lenders Network USA, Inc., Clearwater Title Co., The Loan Arranger, Inc., Michael Robins, and Does 1-5, Defendants. No. 03 C 5811, 03 C 6186. June 5, 2006.

****MATERIAL VIOLATION LEADING TO TILA STATUTORY DAMAGES****

Finance charges were under-disclosed by lender by \$3,663.66

UD09: Violations of Federal Statutes

GENERATED BY: Lender/TPO **SEVERITY:** Serious

CITATION: The FTC has specifically held that violations of Federal Reserve Board Regulation Z and the Truth in Lending Act are Unfair and Deceptive Practices under the FTC Act.

CASE LAW: 2004 WL 5010145 (N.D.Ill.) Only the Westlaw citation is currently available. United States District Court, N.D. Illinois, Eastern Division. Willie C. MURRY and Wylodean Murry, Plaintiffs, v. AMERICA'S MORTGAGE BANC, INC.; the Loan Arranger, Inc.; Clearwater Title Company; Paragon Home Lending, LLC; Homecomings Financial Network, Inc., Michael Robins; and John Does 1-5, Defendants. No. 03 C 5811. July 6, 2004



Forensic Mortgage Violation Assessment Screening

Summary of Consumer Protection Statutes

Truth-in-Lending Act (TILA) of 1968 is a United States federal law designed to protect consumers in credit transactions by requiring clear disclosure of key terms of the lending arrangement and all costs. The statute is contained in title I of the Consumer Credit Protection Act, as amended (15 U.S.C. § 1601 et seq.). The regulations implementing the statute, which are known as "Regulation Z", are codified at 12 CFR Part 226. Most of the specific requirements imposed by TILA are found in Regulation Z, so a reference to the requirements of TILA usually refers to the requirements contained in Regulation Z as well as the statute itself. Violations of this act may impose civil and or criminal liability. Anyone who willingly or knowingly fails to comply with any requirement of the TILA will be fined not more that \$5,000 or imprisoned not more than one year, or both. Civil liability arises when a creditor fails to comply with any requirement of the TILA, other than with the advertising provisions. The creditor may be held liable to the consumer for actual damages and court costs and reasonable attorney fees. The creditor may also be held liable for other damages, including the right of rescission, arising out of individual or class action if certain requirements of the TILA are violated.

Home Ownership and Equity Protection Act (HOEPA) of 1994 This law addresses certain deceptive and unfair practices in home equity lending. It amends the Truth in Lending Act (TILA) and establishes requirements for certain loans with high rates and/or high fees. The rules for these loans are contained in Section 32 of Regulation Z, which implements the TILA, so the loans also are called "Section 32 Mortgages." It establishes disclosure requirements and prohibits equity stripping and other abusive practices in connection with high-cost mortgages. It is enforced by the Commission for non-depository lenders and by the states through their attorneys general. Violations of these new requirements allow consumers to sue a lender for their non compliance. In a successful suit, consumers may be able to recover statutory and actual damages, court costs and attorney's fees. In addition, a violation of the high-rate, high-fee requirements of the TILA may enable consumers to rescind (or cancel) the loan for up to three years.

Real Estate Settlement Procedures Act (RESPA) an Act passed by the United States Congress in 1974. It is codified at Title 12, Chapter 27 of the United States Code, 12 U.S.C. § 2601-2617. It was created because various companies associated with the buying and selling of real estate, such as lenders, realtors, construction companies and title insurance companies were often engaging in providing undisclosed kickbacks to each other, inflating the costs of real estate transactions and obscuring price competition by facilitating bait-and-switch tactics. Violations of three sections of RESPA allow for private civil law suits to enforce compliance. Section 6 (Loan Servicing Provisions), Section 8 (Anti-Kickback Provisions) & Section 9 (Title Company Rules) of RESPA may also be grounds for administrative action by the Secretary under part 24 of this title concerning debarment, suspension, ineligibility of contractors and grantees.

Equal Credit Opportunity Act (ECOA) a United States law (codified at 15 U.S.C. § 1691 et seq.), enacted in 1974, that makes it unlawful for any creditor to discriminate against any applicant with respect to any aspect of a credit transaction on the basis of race, color, religion, national origin, sex, marital status, or age (provided the applicant has the capacity to contract); to the fact that all or part of the applicant's income derives from a public assistance program; or to the fact that the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The law applies to any person who, in the ordinary course of business, regularly participates in a credit decision, including banks, retailers, bankcard companies, finance companies, and credit unions. Failure to comply with the Equal Credit Opportunity Act's Regulation B can subject a financial institution to civil liability for actual and punitive damages in individual or class actions. Liability for punitive damages can be as much as \$10,000 in individual actions and the lesser of \$500,000 or one percent of the creditor's net worth in class actions.

Unfair or Deceptive Acts or Practices (UDAP) The FTC Act prohibits unfair or deceptive acts or practices. Congress drafted this provision broadly in order to provide sufficient flexibility in the law to address changes in the market and unfair or deceptive practices that may emerge. An act or practice may be found to be unfair where it "causes or is likely to cause substantial injury to consumers which is not reasonably avoidable by consumers themselves and not outweighed by countervailing benefits to consumers or to competition." A representation, omission, or practice is deceptive if it is likely to mislead a consumer acting reasonably under the circumstances and is likely to affect a consumer's conduct or decision regarding a product or service.



Forensic Mortgage Violation Assessment Screening

Gramm-Leach-Bliley Act (GLBA) An Act of the United States Congress which repealed part of the Glass-Steagall Act of 1933, opening up competition among banks, securities companies and insurance companies (now known collectively as 'financial services' companies). The Glass-Steagall Act prohibited a bank from offering investment, commercial banking, and insurance services. GLBA compliance is mandatory; whether a financial institution discloses non-public information or not, there must be a policy in place to protect the information from foreseeable threats in security and data integrity. Major Components put into place to govern the collection, disclosure, and protection of consumers' non-public personal information; or personally identifiable information: Financial Privacy Rule, Safeguards Rule, Pretexting Protection.

Home Mortgage Disclosure Act (HMDA) It requires financial institutions to maintain and annually disclose data about home purchases, home purchase pre-approvals, home improvement, and refinance applications involving 1 to 4 unit and multifamily dwellings. It also requires branches and loan centers to display a HMDA poster.[1] HMDA was designed by the Federal Reserve Board in order to: Help public officials to distribute public-sector investments, Discover if financial institutions are serving housing needs of and Identify where there are discriminatory lending practices.

Fair Credit Reporting Act (FCRA) An American federal law (codified at 15 U.S.C. § 1681 et seq.) that regulates the collection, dissemination, and use of consumer credit information. Along with the Fair Debt Collection Practices Act (FDCPA), it forms the base of consumer credit rights in the United States. It was originally passed in 1970,[1] and is enforced by the US Federal Trade Commission. Users of the information for credit, insurance, or employment purposes (including background checks) have the following responsibilities under the FCRA: 1.They must notify the consumer when an adverse action is taken on the basis of such reports. 2. Users must identify the company that provided the report, so that the accuracy and completeness of the report may be verified or contested by the consumer.

The Fair Debt Collection Practices Act (FDCPA) 15 U.S.C. § 1692 et seq., is a United States statute added in 1978 as Title VIII of the Consumer Credit Protection Act. Its purposes are to eliminate abusive practices in the collection of consumer debts, to promote fair debt collection and to provide consumers with an avenue for disputing and obtaining validation of debt information in order to ensure the information's accuracy. The Act creates guidelines under which debt collectors may conduct business, defines rights of consumers involved with debt collectors, and prescribes penalties and remedies for violations of the Act. The Federal Trade Commission has the authority to administratively enforce the FDCPA using its powers under the Federal Trade Commission Act.[24] Aggrieved consumers may also file a private lawsuit in a state or federal court to collect damages (actual, statutory, attorney's fee and courtcosts) from third-party debt collectors. The FDCPA is a strict liability law, which means that a consumer need not prove actual damages in order to claim statutory damages of up to \$1,000 plus reasonable attorney fees if a debt collector is proven to have violated the FDCPA.[25]

Uniform Standards of Professional Appraisal Practice (USPAP) is the quality control standards applicable for appraisal analysis and reports in the United States and its territories. USPAP, as it's commonly known, was first developed in the 1980s by a joint committee representing the major U.S. and Canadian appraisal organizations. As a result of the Savings and Loan Crisis, the Appraisal Foundation (TAF) was formed by these same groups, along with support and input from major industry and educational groups, and TAF took over administration of USPAP[1]. The Financial Institutions Reform, Recovery and Enforcement Act of 1989 authorized the Appraisal Subcommittee (ASC), which is made up of representatives of the leading U.S. government agencies and non-governmental organizations empowered to oversee the U.S. mortgage and banking system. The ASC provides oversight to TAF.

Exhibit A



Visit us at usps.com

Label 107R, January 2008



USPS TRACKING NUMBER

9505 51no 0100

RESIDENTIAL CAPITAL, LLC
P. O. Box 385220
Bloomington, Minnesota 551



Visit us at usps.com

Label 107R, January 2008

1004

55-438



Exhibit B

B 10 (Official Form 10) (12/11)

UNITED STATES BANKRUPTCY COURT Southern District of New York		PROOF OF CLAIM
Name of Debtor: GMAC HOME MORTGAGE, LLC	Case Number: 12-12032	RECEIVED JUL 18 2012 KURTZMAN CARSON CONSULTANTS
NOTE: Do not use this form to make a claim for an administrative expense that arises after the bankruptcy filing. You may file a request for payment of an administrative expense according to 11 U.S.C. § 503.		
Name of Creditor (the person or other entity to whom the debtor owes money or property): LINTON C LAYNE, NANCY K LAYNE		
Name and address where notices should be sent: NANCY KAY LAYNE c/o 95580 SOUTH COOS RIVER LANE COOS BAY OREGON Telephone number: (503) 693-8383 email: NKLAYNE@GMAIL.COM		COURT USE ONLY <input type="checkbox"/> Check this box if this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____
Name and address where payment should be sent (if different from above): Telephone number: _____ email: _____		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars.
1. Amount of Claim as of Date Case Filed: \$ <u>35,200.00</u> If all or part of the claim is secured, complete item 4. If all or part of the claim is entitled to priority, complete item 5. <input checked="" type="checkbox"/> Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.		
2. Basis for Claim: <u>PROMISSORY NOTE AT CLOSING, NO CREDIT GIVEN</u> (See instruction #2)		
3. Last four digits of any number by which creditor identifies debtor: 4 8 4 0	3a. Debtor may have scheduled account as: 5664 (See instruction #3a)	3b. Uniform Claim Identifier (optional): (See instruction #3b)
4. Secured Claim (See instruction #4) Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information. Nature of property or right of setoff: <input checked="" type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: 2186 EAST MAIN STREET, HILLSBORO OREGON Value of Property: \$ <u>131,000.00</u> Annual Interest Rate <u>7.750%</u> <input checked="" type="checkbox"/> Fixed or <input type="checkbox"/> Variable (when case was filed)		Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any: \$ <u>35,200.00</u> Basis for perfection: <u>NOTE SOLD INVESTOR</u> Amount of Secured Claim: \$ <u>35,200.00</u> Amount Unsecured: \$ <u>0.00</u>
5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507 (a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount. <input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507 (a)(1)(A) or (a)(1)(B). <input checked="" type="checkbox"/> Up to \$2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. § 507 (a)(7). <input type="checkbox"/> Wages, salaries, or commissions (up to \$11,725*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier – 11 U.S.C. § 507 (a)(4). <input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. § 507 (a)(8). <input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. § 507 (a)(5). <input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. § 507 (a)(). Amount entitled to priority: \$ <u>35,200.00</u>		
*Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.		
6. Credits. The amount of all payments on this claim has been credited for the purpose of		



1212032120717000000000003

7. Documents: Attached are redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. If the claim is secured, box 4 has been completed, and redacted copies of documents providing evidence of perfection of a security interest are attached. (See instruction #7, and the definition of "redacted".)

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain:

RECEIVED

JUL 18 2012

8. Signature: (See instruction #8)

Check the appropriate box.

KURTZMAN CARSON CONSULTANTS

- ☒ I am the creditor. ☐ I am the creditor's authorized agent. ☐ I am the trustee, or the debtor, or their authorized agent. ☐ I am a guarantor, surety, indorser, or other codebtor.
- (Attach copy of power of attorney, if any.) (See Bankruptcy Rule 3004.) (See Bankruptcy Rule 3005.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: NANCY KAY LAYNE

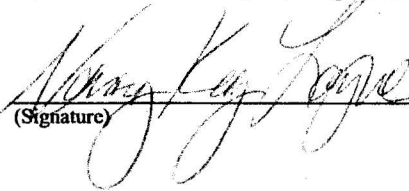
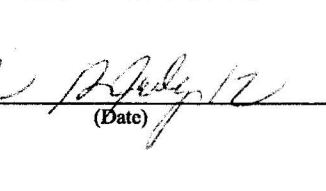
Title: _____

Company: _____

Address and telephone number (if different from notice address above):

95580 SOUTH COOS RIVER LANE
COOS BAY OREGON

Telephone number: (503) 693-8383 email: NKLAYNE@GMAIL.COM

 
(Signature) (Date)

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, exceptions to these general rules may apply.

Items to be completed in Proof of Claim form

Court, Name of Debtor, and Case Number:

Fill in the federal judicial district in which the bankruptcy case was filed (for example, Central District of California), the debtor's full name, and the case number. If the creditor received a notice of the case from the bankruptcy court, all of this information is at the top of the notice.

Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

1. Amount of Claim as of Date Case Filed:

State the total amount owed to the creditor on the date of the bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.

2. Basis for Claim:

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on delivering health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if an interested party objects to the claim.

3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:

State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

3a. Debtor May Have Scheduled Account As:

Report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

3b. Uniform Claim Identifier:

If you use a uniform claim identifier, you may report it here. A uniform claim identifier is an optional 24-character identifier that certain large creditors use to facilitate electronic payment in chapter 13 cases.

4. Secured Claim:

Check whether the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See Definitions.) If the claim is secured, check the box for the nature and value of property that secures the claim, attach copies of lien documentation, and state, as of the date of the bankruptcy filing, the annual interest rate (and whether it is fixed or variable), and the amount past due on the claim.

5. Amount of Claim Entitled to Priority Under 11 U.S.C. § 507 (a):

If any portion of the claim falls into any category shown, check the appropriate box(es) and state the amount entitled to priority. (See Definitions.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

6. Credits:

An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

7. Documents:

Attach redacted copies of any documents that show the debt exists and a lien secures the debt. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary in addition to the documents themselves. FRBP 3001(c) and (d). If the claim is based on delivering health care goods or services, limit disclosing confidential health care information. Do not send original documents, as attachments may be destroyed after scanning.

8. Date and Signature:

The individual completing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what constitutes a signature. If you sign this form, you declare under penalty of perjury that the information provided is true and correct to the best of your knowledge, information, and reasonable belief. Your signature is also a certification that the claim meets the requirements of FRBP 9011(b). Whether the claim is filed electronically or in person, if your name is on the signature line, you are responsible for the declaration. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. If the claim is filed by an authorized agent, attach a complete copy of any power of attorney, and provide both the name of the individual filing the claim and the name of the agent. If the authorized agent is a servicer, identify the corporate servicer as the company. Criminal penalties apply for making a false statement on a proof of claim.

Exhibit C

NOTE

THE TERMS OF THIS LOAN CONTAIN
PROVISIONS WHICH WILL REQUIRE A
BALLOON PAYMENT AT MATURITY.

MARCH 8, 2006
Date

FOLSOM
City

CALIFORNIA
State

2186 EAST MAIN STREET,
Property Address

HILLSBORO,
City

OR 97123
State ZIP Code

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 35,200.00 (this amount will be called "principal"), plus interest, to the order of the Lender. The Lender is SIERRA PACIFIC MORTGAGE COMPANY, INC., A CALIFORNIA CORPORATION. I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note will be called the "Note Holder."

2. INTEREST

I will pay interest at a yearly rate of 7.750 %.
Interest will be charged on unpaid principal until the full amount of principal has been paid.

3. PAYMENTS

I will pay principal and interest by making payments each month of U.S. \$ 252.18.
I will make my payments on the 1st day of each month beginning on MAY 1, 2006.
I will make these payments every month until I have paid all of the principal and interest and any other charges, described below, that I may owe under this Note. If, on APRIL 1, 2021, I still owe amounts under this Note, I will pay all those amounts, in full, on that date.
I will make my monthly payments at 950 IRON POINT ROAD, SUITE 240
FOLSOM, CA 95630

or at a different place if required by the Note Holder.

4. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments
If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will promptly pay a late charge to the Note Holder. The amount of the charge will be 5.000 % of the overdue payment, but not less than U.S. \$ 5.00 and not more than U.S. \$ 12.61. I will pay this late charge only once on any late payment.
(B) Notice from Note Holder
If I do not pay the full amount of each monthly payment on time, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, I will be in default. That date must be at least 10 days after the date on which the notice is mailed to me or, if it is not mailed, 10 days after the date on which it is delivered to me.
(C) Default
If I do not pay the overdue amount by the date stated in the notice described in (B) above, I will be in default. If I am in default, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount.
Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.
(D) Payment of Note Holder's Costs and Expenses
If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses to the extent not prohibited by law. Those expenses include, for example, reasonable attorneys' fees.

5. THIS NOTE IS SECURED BY A DEED OF TRUST

In addition to the protections given to the Note Holder under this Note, a Deed of Trust, dated the same day as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Deed of Trust describes how and under what conditions I may be required to make immediate payment in full of all amounts that I owe under this Note.

6. BORROWER'S PAYMENTS BEFORE THEY ARE DUE

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in a letter that I am doing so. A prepayment of all of the unpaid principal is known as a "full prepayment." A prepayment of only part of the unpaid principal is known as a "partial prepayment."
I may make a full prepayment or a partial prepayment without paying any penalty. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no delays in the due dates or changes in the amounts of my monthly payments unless the Note Holder agrees in writing to those delays or changes. I may make a full prepayment at any time. If I choose to make a partial prepayment, the Note Holder may require me to make the prepayment on the same day that one of my monthly payments is due. The Note Holder may also require that the amount of my partial prepayment be equal to the amount of principal that would have been part of my next one or more monthly payments.

Loan No. : 5928

7. BORROWER'S WAIVERS

I waive my rights to require the Note Holder to do certain things. Those things are: (A) to demand payment of amounts due (known as "presentment"); (B) to give notice that amounts due have not been paid (known as "notice of dishonor"); (C) to obtain an official certification of nonpayment (known as a "protest"). Anyone else who agrees to keep the promises made in this Note, or who agrees to make payments to the Note Holder if I fail to keep my promises under this Note, or who signs this Note to transfer it to someone else also waives these rights. These persons are known as "guarantors, sureties and endorsers."

8. GIVING OF NOTICES

Any notice that must be given to me under this Note will be given by delivering it or by mailing it by certified mail addressed to me at the Property Address above. A notice will be delivered or mailed to me at a different address if I give the Note Holder a notice of my different address.

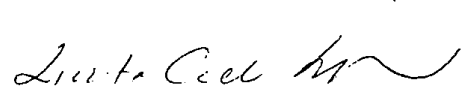

Any notice that must be given to the Note Holder under this Note will be given by mailing it by certified mail to the Note Holder at the address stated in Section 3 above. A notice will be mailed to the Note Holder at a different address if I am given a notice of that different address.

9. RESPONSIBILITY OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each of us is fully and personally obligated to pay the full amount owed and to keep all of the promises made in this Note. Any guarantor, surety, or endorser of this Note (as described in Section 7 above) is also obligated to do these things. The Note Holder may enforce its rights under this Note against each of us individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note. Any person who takes over my rights or obligations under this Note will have all of my rights and must keep all of my promises made in this Note. Any person who takes over the rights or obligations of a guarantor, surety, or endorser of this Note (as described in Section 7 above) is also obligated to keep all of the promises made in this Note.

NOTICE TO BORROWER

Do not sign this Note if it contains blank spaces.
All spaces should be completed before you sign.

 _____ (Seal) LINTON CECIL LAYNE -Borrower	 _____ (Seal) NANCY KAY LAYNE -Borrower
_____ (Seal) -Borrower	_____ (Seal) -Borrower
_____ (Seal) -Borrower	_____ (Seal) -Borrower

(Sign Original Only)

MIN: 1000703-0000355928-0

MERS Phone Number: 888-679-6377

Pay to the order of
RESIDENTIAL FUNDING CORPORATION

(Without Recourse)
SIERRA PACIFIC MORTGAGE COMPANY, INC.,
A CALIFORNIA CORPORATION

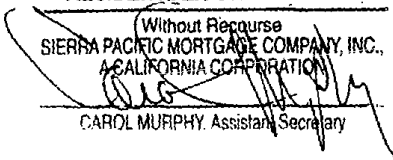

CAROL MURPHY, Assistant Secretary

Exhibit D

50
1
67

Until a change is requested all tax statements shall be sent to the following address.
2186 EAST MAIN STREET,
HILLSBORO, OR 97123

D-M Cnt=1 Str=10 A DUYCK
\$50.00 \$6.00 \$11.00 - Total = \$67.00



00923552200800300020100109

I, Jerry Hanson, Director of Assessment and Taxation and Ex-Officio County Clerk for Washington County, Oregon, do hereby certify that the within instrument of writing was received and recorded in the book of records of said county.



Jerry R. Hanson, Director of Assessment and Taxation, Ex-Officio County Clerk

When Recorded Mail To:
MIP INSURING DEPARTMENT
SIERRA PACIFIC MORTGAGE COMPANY, INC.
50 IRON POINT CIRCLE, STE 200
FOLSOM, CA 95630
916-932-1700

355928
Layne
RFC-SEC
0304750748

[Space Above This Line for Recording Data]

Loan No: 0000355928
TAX ACCOUNT NUMBER: R0717371

DEED OF TRUST

MIN: 1000703-0000355928-0

THIS DEED OF TRUST ("Security Instrument") is made on MARCH 8, 2006, among the Grantor, LINTON CECIL LAYNE and NANCY KAY LAYNE

Recorded By
First American Title Insurance Company of Oregon
No. 707571 CC

(herein "Borrower"), FIRST AMERICAN TITLE INSURANCE COMPANY OF OREGON, (herein "Trustee"), and the Beneficiary, Mortgage Electronic Registration Systems, Inc. ("MERS"), (solely as nominee for Lender, as hereinafter defined, and Lender's successors and assigns). MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.
SIERRA PACIFIC MORTGAGE COMPANY, INC. ("Lender") is organized and existing under the laws of the state of CALIFORNIA, and has an address of 50 IRON POINT CIRCLE, STE 200, FOLSOM, CA 95630

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of WASHINGTON, State of Oregon:
LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A."

which has the address of: 2186 EAST MAIN STREET [Street],
HILLSBORO [City], Oregon 97123 [ZIP Code] (herein "Property Address");

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), all of which shall be deemed to be and remain a part of the property covered by this Security Instrument; and all of the foregoing, together with said property (or the leasehold estate if this Security Instrument is on a leasehold) are hereinafter referred to as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument; but, if necessary to comply with law or (custom, MERS as nominee for Lender and Lender's successors and assigns), has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing or canceling this Security Instrument.

TO SECURE to Lender the repayment of the indebtedness evidenced by Borrower's note dated the same date as this Security Instrument, and extensions and renewals thereof (herein "Note"), in the principal sum of U.S. \$ 35,200.00 , with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on APRIL 1, 2021 ; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Security Instrument; and the performance of the covenants and agreements of Borrower herein contained.

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property, and that the Property is unencumbered except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Security Instrument, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional Lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Security Instrument that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Loan No: [REDACTED] 5928
OREGON - SECOND MORTGAGE - 1/80 - FNMA/FHLMC UNIFORM INSTRUMENT with MERS

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.

4. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Security Instrument, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Security Instrument, and leasehold payments or ground rents, if any.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Security Instrument.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Security Instrument.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Security Instrument is on a leasehold. If this Security Instrument is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Security Instrument.

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability: Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Security Instrument, but does not execute the Note, (a) is co-signing this Security Instrument only to grant and convey that Borrower's interest in the Property to Trustee under the terms of this Security Instrument, (b) is not personally liable on the Note or under this Security Instrument, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Security Instrument or the Note, without that Borrower's consent and without releasing that Borrower or modifying this Security Instrument as to that Borrower's interest in the Property.

12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

13. Governing Law; Severability. The state and local laws applicable to this Security Instrument shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Security Instrument. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Security Instrument and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Security Instrument at the time of execution or after recordation hereof.

15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

Loan No: [REDACTED] 5928
OREGON - SECOND MORTGAGE - 1/80 - FNMA/FHLMC UNIFORM INSTRUMENT with MERS

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

17. Acceleration; Remedies. Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Security Instrument, including the covenants to pay when due any sums secured by this Security Instrument, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the nonexistence of a default or any other defense of Borrower to acceleration and sale. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Security Instrument to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 17, including, but not limited to, reasonable attorneys' fees.

If lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold and shall record such notice in each county in which the Property or some part thereof is located. Lender or Trustee shall give notice of sale in the manner prescribed by applicable law to Borrower and to the other person prescribed by applicable law. After the lapse of such time as may be required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in such order as Trustee may determine. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or Lender's designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees and costs of title evidence; (b) to all sums secured by this Security Instrument; and (c) the excess, if any, to the person or persons legally entitled thereto.

18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Security Instrument due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Security Instrument discontinued at any time prior to the earlier to occur of (i) the fifth day before sale of the Property pursuant to the power of sale contained in this Security Instrument or (ii) entry of a judgment enforcing this Security Instrument if: (a) Borrower pays Lender all sums which would be then due under this Security Instrument and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Security Instrument; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Security Instrument, and in enforcing Lender's and Trustee's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unimpaired. Upon such

payment and cure by Borrower, this Security Instrument and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument. Lender and the receiver shall be liable to account only for those rents actually received.

20. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing indebtedness secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty and to the person or persons legally entitled thereto. Such person or persons shall pay all costs of recordation, if any.

21. Substitute Trustee. In accordance with applicable law, Lender may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, powers and duties conferred upon the Trustee herein and by applicable law.

22. Use of Property. The Property is not currently used for agricultural, timber or grazing purposes.

23. Attorney's Fees. As used in this Security Instrument and in the Note, "attorneys' fees" shall include attorneys' fees, if any, which shall be awarded by an appellate court.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

[Check applicable box(es)]

<input type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Condominium Rider	<input type="checkbox"/> Second Home Rider
<input type="checkbox"/> 1-4 Family Rider	<input type="checkbox"/> Planned Unit Development Rider	<input checked="" type="checkbox"/> Other (Specify)

BALLOON RIDER

REQUEST FOR NOTICE OF DEFAULT
AND FORECLOSURE UNDER SUPERIOR
MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Security Instrument to give Notice to Lender, at Lender's address set forth on page one of this Security Instrument, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS THEREOF, Borrower has executed this Security Instrument.

Linton Cecil Layne (Seal)
LINTON CECIL LAYNE -Borrower

Nancy Kay Layne (Seal)
NANCY KAY LAYNE -Borrower

____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower

STATE OF OREGON,

On this
the above named

Matthew
10 day of March 2006
Linton Cecil Layne and
Nancy Kay Layne
their

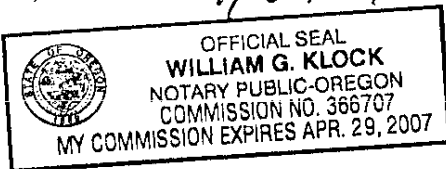
[Sign Original Only]
Loan No: 5928
County ss: _____
, personally appeared

and acknowledged the foregoing instrument to be their voluntary act and deed.

My Commission Expires: 4/29/07
(Official Seal)

Before me:

Notary Public for Oregon



This Instrument Was Prepared By:

LINKEM, SCOTT
SIERRA PACIFIC MORTGAGE COMPANY, INC.
8905 SW NIMBUS AVE., STE 150
BEAVERTON, OR 97008
503-291-6900

Date: **March 08, 2006**

File No.: **7016-707571 (WGK)**

EXHIBIT 'A'

LEGAL DESCRIPTION:

A portion of Tract 14, AMENDED PLAT OF FAIRVIEW ADDITION TO THE CITY OF HILLSBORO, in the City of Hillsboro, County of Washington and State of Oregon, described as follows:

Beginning at the Northwest corner of Tract 14 and running thence South 0°23' West along the West line of said Tract 14, a distance of 135.1 feet to a point; thence South 85°21' East parallel to E. Main Street, a distance of 70.0 feet, more or less, to an iron rod; thence North 0°23' East 105.0 feet to an iron rod; thence continuing North 0°23' East 30.1 feet to a point in the center of E. Main Street; thence North 85°21' West in the center of E. Main Street, being also the Northerly boundary of said Tract 14, a distance of 70.0 feet, more or less, to the point of beginning.

Initials: hco NK

Balloon Rider

THIS BALLOON RIDER is made this 8th day of MARCH, 2006, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note (the "Note") to SIERRA PACIFIC MORTGAGE COMPANY, INC., A CALIFORNIA CORPORATION

(the "Lender") of the same date and covering the property described in the Security Instrument and located at:

2186 EAST MAIN STREET
HILLSBORO, OR 97123
[Property Address]

The interest rate stated on the Note is called the "Note Rate." The date of the Note is called the "Note Date." I understand the Lender may transfer the Note, Security Instrument and this Rider. the Lender or anyone who takes the Note, the Security Instrument and this Rider by transfer and who is entitled to receive payments under the Note is called the "Note Holder."

ADDITIONAL COVENANTS. In addition to the covenants and agreements in the Security Instrument, Borrower and Lender further covenant and agree as follows (despite anything to the contrary contained in the Security Instrument or the Note):

THIS LOAN IS PAYABLE IN FULL AT MATURITY. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. THE LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. YOU WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER, WHICH MAY BE THE LENDER YOU HAVE THIS LOAN WITH, WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF YOU OBTAIN REFINANCING FROM THE SAME LENDER.

Loan No: [REDACTED] 5928

SECONDS BALLOON RIDER - MULTISTATE
DRAW.MX.2ND.BALLOON.RIDER.1.WPF (P:\OPSSHARE\RIDERS\SECONDS\MX_BLN.RID)

SBR630 (01/97)
Page 1 of 2

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Balloon Rider.

Linton Cecil Layne

LINTON CECIL LAYNE

-Borrower

3/10/06

Date

Nancy Kay Layne

NANCY KAY LAYNE

-Borrower

3/10/06

Date

-Borrower

Date

-Borrower

Date

-Borrower

Date

-Borrower

Date

Loan No: [REDACTED] 5928

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Balloon Rider.

Linton Cecil Layne
LINTON CECIL LAYNE -Borrower

3/10/06
Date

Nancy Kay Layne
NANCY KAY LAYNE -Borrower

3/10/06
Date

-Borrower

Date

-Borrower

Date

-Borrower

Date

-Borrower

Date

Loan No: [REDACTED] 5928

Balloon Rider

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(the "Lender") of the same date and covering the property described in the Security Instrument and located at:

2186 EAST MAIN STREET
HILLSBORO, OR 97123
(Property Address)

The interest rate stated on the Note is called the "Note Rate." The date of the Note is called the "Note Date." I understand the Lender may transfer the Note, Security Instrument and this Rider, the Lender or anyone who takes the Note, the Security Instrument and this Rider by transfer and who is entitled to receive payments under the Note is called the "Note Holder."

ADDITIONAL COVENANTS. In addition to the covenants and agreements in the Security Instrument, Borrower and Lender further covenant and agree as follows (despite anything to the contrary contained in the Security Instrument or the Note):

THIS LOAN IS PAYABLE IN FULL AT MATURITY. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. THE LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. YOU WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER, WHICH MAY BE THE LENDER YOU HAVE THIS LOAN WITH, WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF YOU OBTAIN REFINANCING FROM THE SAME LENDER.

Loan No: [REDACTED] 5928

Exhibit E

DISPLAY/HISTORY

Acct: 5664 Name: NANCY KAY LAYNE

SSN: 541726527

- Dates - Paid To: 11/1/2008 Next Due: 12/1/2008 Last Pmt: 12/13/2008
 - Bal - Prin: \$34,350.25 Esc: \$0.00
 - Uncol - LC: \$12.60 P&I Adv: \$0.00 Esc Sht: \$0.00

NOTES:

Trans Added Date	Trans Type	Area ID that Originated the Message	Document Notice Id	Document Text Id	Document Text Type Code	Add Teller	Tra
8/4/2006	CLS						0000O/B 000035200.00 P/B 000035124.97 07/01/06
8/7/2006	DM					T:00000	EARLY IND: SCORE 000 MODEL EI16N
8/7/2006	D19		0	06	8		WELCOME LETTER ELIGIBLE
8/8/2006	DM					T:00000	EARLY IND: SCORE 000 MODEL EI16N
8/10/2006	OL		0	30	2		WDOYCUS - ACH REQUEST
8/10/2006	NT	INQ				T:13878	Ltr fxd: n k layne
8/10/2006	NT	INQ				T:13878	Fax number: 9404034601
8/10/2006	NT	INQ				T:13878	Letter: 2:30
8/10/2006	NT	INQ				T:13878	Copy not mailed to customer.
8/10/2006	DM					T:13878	B2 WANTS TO CHK IF ELEC PYMT ARNGMENT IN PLACE ADV
8/10/2006	DM					T:13878	NO GAV OPTIONS FAXED ENROLMENT FORM & MAS VAI 24K
8/10/2006	DM					T:13878	ADV OF TAT
8/10/2006	DM					T:13878	ANTONETTE D. 83152
8/10/2006	DM					T:13878	ACTION/RESULT CD CHANGED FROM TO BRSS
8/16/2006	DM					T:00000	PROMISE BROKEN 08/16/06 PROMISE DT 08/16/06
8/18/2006	CBR		0	00	1	T:00000	PURCHASED<60 DAYS:SERVICE DT = 08/04/06
8/21/2006	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
8/31/2006	ITR						
9/5/2006	DM					T:00000	EARLY IND: SCORE 070 MODEL EI16N
9/11/2006	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
9/22/2006	CBR		0	00	1	T:00000	PURCHASED<60 DAYS:SERVICE DT = 08/04/06
10/5/2006	DM					T:00000	EARLY IND: SCORE 008 MODEL EI16N
10/13/2006	CBR		0	00	1	T:00000	PURCHASED<60 DAYS:SERVICE DT = 08/04/06
10/17/2006	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
11/7/2006	DM					T:00000	EARLY IND: SCORE 068 MODEL EI16N
11/14/2006	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
11/17/2006	CBR		0	00	1	T:00000	PURCHASED<60 DAYS:SERVICE DT = 08/04/06
12/5/2006	DM					T:00000	EARLY IND: SCORE 098 MODEL EI16N
12/8/2006	CBR		0	00	1	T:00000	PURCHASED LOAN: SERVICING DATE =08/04/06

12/15/2006	NT	CSH				T:08837	11/11/06 and credited for nov.accom b1 pbp w/o fee
12/15/2006	NT	CSH				T:08837	\$252.18 conf#2006121530944010 rose dr 73816
12/18/2006	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
12/21/2006	D19		0	07	8		CUS - CANCEL PAY ON DEMAND
1/5/2007	DM					T:00000	EARLY IND: SCORE 098 MODEL EI16N
1/16/2007	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
1/30/2007	NT	WEB				T:25003	Address change via Web.
1/31/2007	NT	OCC				T:28723	Updated occupancy due to address change
2/6/2007	DM					T:00000	EARLY IND: SCORE 098 MODEL EI16N
2/9/2007	CBR		0	00	1	T:00000	CHANGE IN CB 01 BORROWERS ADDR
2/9/2007	CBR		0	00	1	T:00000	CHANGE IN PRIMARY BORROWERS ADDR
2/14/2007	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
3/6/2007	DM					T:00000	EARLY IND: SCORE 098 MODEL EI16C
3/14/2007	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
4/5/2007	DM					T:00000	EARLY IND: SCORE 098 MODEL EI16C
4/16/2007	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
5/7/2007	DM					T:00000	EARLY IND: SCORE 098 MODEL EI16C
5/15/2007	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
6/5/2007	DM					T:00000	EARLY IND: SCORE 098 MODEL EI16C
6/14/2007	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
7/5/2007	DM					T:00000	EARLY IND: SCORE 098 MODEL EI16C
7/16/2007	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
8/7/2007	DM					T:00000	EARLY IND: SCORE 099 MODEL EI16C
8/14/2007	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
9/5/2007	DM					T:00000	EARLY IND: SCORE 099 MODEL EI16C
9/14/2007	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
10/5/2007	DM					T:00000	EARLY IND: SCORE 099 MODEL EI16C
10/16/2007	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
11/6/2007	DM					T:00000	EARLY IND: SCORE 099 MODEL EI16C
11/14/2007	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
12/5/2007	DM					T:00000	EARLY IND: SCORE 099 MODEL EI16C
12/14/2007	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
1/7/2008	DM					T:00000	EARLY IND: SCORE 099 MODEL EI16C
1/15/2008	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
2/5/2008	DM					T:00000	EARLY IND: SCORE 099 MODEL EI16C
2/14/2008	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
3/5/2008	DM					T:00000	EARLY IND: SCORE 099 MODEL EI16C
3/14/2008	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628

4/7/2008	DM	12-12020-mg	0	DT	8	T:00000	EARLY IND: SCORE 099 MODEL EI16C
4/15/2008	D28		0	DT	8	T:00000	EARLY IND: SCORE 099 MODEL EI16C
5/6/2008	DM					T:00000	EARLY IND: SCORE 099 MODEL EI16C
5/14/2008	D28		0	DT	8	T:00000	EARLY IND: SCORE 099 MODEL EI16C
6/5/2008	DM					T:00000	EARLY IND: SCORE 099 MODEL EI16C
6/16/2008	D28		0	DT	8	T:00000	EARLY IND: SCORE 099 MODEL EI16C
7/7/2008	DM					T:00000	EARLY IND: SCORE 099 MODEL EI16C
7/15/2008	D28		0	DT	8	T:00000	EARLY IND: SCORE 099 MODEL EI16C
8/5/2008	DM					T:00000	EARLY IND: SCORE 099 MODEL EI16C
8/14/2008	D28		0	DT	8	T:00000	EARLY IND: SCORE 099 MODEL EI16C
9/5/2008	DM					T:00000	EARLY IND: SCORE 067 MODEL EI16C
9/16/2008	D28		0	DT	8	T:00000	EARLY IND: SCORE 067 MODEL EI16C
10/7/2008	DM					T:00000	EARLY IND: SCORE 067 MODEL EI16C
10/14/2008	D28		0	DT	8	T:00000	EARLY IND: SCORE 067 MODEL EI16C
11/5/2008	DM					T:00000	EARLY IND: SCORE 067 MODEL EI16C
11/5/2008	NT	COL				T:17642	b1 ci request for loan modification,. advise that
11/5/2008	NT	COL				T:17642	if she is able to make a payment this month he can
11/5/2008	NT	COL				T:17642	call us back when having trouble in making the
11/5/2008	NT	COL				T:17642	payment. gerardm.8978081
11/5/2008	NT	COL				T:23640	b2 ci req info about pmnt options, xfr yesica
11/5/2008	NT	COL				T:23640	c/8977105
11/14/2008	CBR		0	00	1	T:00000	CR BUR RPT STATUS=N;EXPIRE DT = 11/19/08
11/14/2008	CIT	INQ85				T:16813	001 New CIT # 649
11/14/2008	CIT	INQ85				T:16813	Payment Reversal
11/14/2008	CIT	INQ85				T:16813	Posted 11/13/2008 Amount Posted: 252.18
11/14/2008	CIT	INQ85				T:16813	Refund says had cancelled onlione pmt and
11/14/2008	CIT	INQ85				T:16813	still it wen through elevate issue thanx Funds
11/14/2008	CIT	INQ85				T:16813	cleared send refund to Nancy Kay Layne Express
11/14/2008	D28		0	DT	8	T:00000	EARLY IND: SCORE 099 MODEL EI16C
11/17/2008	NT	INQ				T:01417	sent check reg mail--m/a is a box #-can't send
11/17/2008	NT	INQ				T:01417	express mail to a box #
11/17/2008	CIT	CSH15				T:14686	001 DONE 11/17/08 BY TLR 14686
11/17/2008	CIT	CSH15				T:14686	TSK TYP 649-PMT URGENT CORR
11/17/2008	NT					T:14686	0.00 REVERSED-MISAPPLIED
11/24/2008	DMD					T:22222	00/00/00 00:00:00
11/24/2008	DMD					T:22222	11/22/08 14:15:22 No Answer
11/24/2008	DMD					T:22222	00/00/00 00:00:00
11/26/2008	DMD					T:22222	00/00/00 00:00:00
11/26/2008	DMD					T:22222	00/00/00 00:00:00
11/26/2008	DMD					T:22222	00/00/00 00:00:00

11/26/2008	DMD					T:22222	00/00/00 00:00:00
11/26/2008	DMD					T:22222	00/00/00 00:00:00
11/26/2008	DMD					T:22222	00/00/00 00:00:00
11/26/2008	DMD					T:22222	00/00/00 00:00:00
11/26/2008	DMD					T:22222	11/25/08 10:35:45 No Answer
11/26/2008	DMD					T:22222	00/00/00 00:00:00
12/2/2008	DM					T:00000	EARLY IND: SCORE 000 MODEL NOTSC
12/4/2008	DMD					T:22222	00/00/00 00:00:00
12/4/2008	DMD					T:22222	00/00/00 00:00:00
12/4/2008	DMD					T:22222	00/00/00 00:00:00
12/4/2008	DMD					T:22222	12/03/08 13:50:34 LEFT MESSAGE
12/4/2008	DMD					T:22222	00/00/00 00:00:00
12/4/2008	DMD					T:22222	00/00/00 00:00:00
12/4/2008	DMD					T:22222	00/00/00 00:00:00
12/4/2008	DMD					T:22222	00/00/00 00:00:00
12/4/2008	DMD					T:22222	12/03/08 09:50:56 No Answer
12/4/2008	DMD					T:22222	00/00/00 00:00:00
12/8/2008	DM					T:00000	EARLY IND: SCORE 000 MODEL NOTSC
12/8/2008	DMD					T:22222	00/00/00 00:00:00
12/8/2008	DMD					T:22222	00/00/00 00:00:00
12/8/2008	DMD					T:22222	00/00/00 00:00:00
12/8/2008	DMD					T:22222	12/05/08 14:18:59 No Answer
12/8/2008	DMD					T:22222	00/00/00 00:00:00
12/8/2008	DMD					T:22222	00/00/00 00:00:00
12/8/2008	DMD					T:22222	00/00/00 00:00:00
12/8/2008	DMD					T:22222	12/05/08 11:14:47 No Answer
12/8/2008	DMD					T:22222	00/00/00 00:00:00
12/10/2008	DM					T:00000	EARLY IND: SCORE 000 MODEL NOTSC
12/10/2008	DM					T:20091	TT B1:VAI:TRANS CALL TO DALLAS2ND..APITMON-2117
12/10/2008	DM					T:20091	DFLT REASON 1 CHANGED TO: OTHER
12/10/2008	DM					T:20091	ACTION/RESULT CD CHANGED FROM BRSS TO LMDC
12/11/2008	DMD					T:22222	12/10/08 15:42:00 No Answer
12/11/2008	DMD					T:22222	00/00/00 00:00:00
12/11/2008	DMD					T:22222	00/00/00 00:00:00
12/11/2008	DMD					T:22222	00/00/00 00:00:00
12/11/2008	DMD					T:22222	12/10/08 10:52:09 No Answer
12/11/2008	DMD					T:22222	00/00/00 00:00:00
12/12/2008	CBR		0	00	1	T:00000	DELINQUENT: 30 DAYS
12/15/2008	DM					T:00000	EARLY IND: SCORE 000 MODEL NOTSC
12/15/2008	D19		0	05	8		DEF - OPTIONS TO AVOID FORECLOSURE
12/16/2008	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628

12/17/2008	DM	12-12-2008 mg Doc 7910-7 Filed 12/22/14 Entered 12/22/14 16:08:15 Exhibit E -	12-12-2008 mg Doc 7910-7 Filed 12/22/14 Entered 12/22/14 16:08:15 Exhibit E -		
12/18/2008	CIT	INQ95		Layne Servicing Notes Pg 6 of 28	03 of 28 Cit 251-will make 1 more attempt to reach
12/18/2008	CIT	INQ95			T:13012 b1,cesar v/7161316
12/18/2008	CIT	INQ95			T:13012 002 DONE 12/18/08 BY TLR 13012
12/18/2008	CIT	INQ95			T:13012 TSK TYP 253-TEAM LEAD ONLY:
12/18/2008	CIT	INQ95			T:13012 002 closng cit 253-called b1 at 3:08,no
12/18/2008	CIT	INQ95			T:13012 answer,left VM to call me at 8007664622 opt 5
12/18/2008	CIT	INQ95			T:13012 ext 7161316,cesar v/7161316
12/18/2008	CIT	INQ85			T:17965 002 open a new cit 253 bi ci req to speak with a
12/18/2008	CIT	INQ85			T:17965 sup as she want a refund back . i explain how
12/18/2008	CIT	INQ85			T:17965 pmt apply and we can not make a refund but cus
12/18/2008	CIT	INQ85			T:17965 insist to have refund back and req to speak
12/18/2008	CIT	INQ85			T:17965 wiyh a sup,chris/g8977071
12/18/2008	NT	CSH			T:17763 b2 ci wants to deactivate the online acct, adv the
12/18/2008	NT	CSH			T:17763 procedure on how to deactivate the online acct, b2
12/18/2008	NT	CSH			T:17763 wants the nov's pmt to refunded, adv it cannot be
12/18/2008	NT	CSH			T:17763 refunded bcoz that will be due for nov.
12/18/2008	NT	CSH			T:17763 manolito 8978098
12/19/2008	DMD				T:22222 12/18/08 15:50:15 No Answer
12/19/2008	DMD				T:22222 00/00/00 00:00:00
12/19/2008	DMD				T:22222 00/00/00 00:00:00
12/19/2008	DMD				T:22222 00/00/00 00:00:00
12/19/2008	DMD				T:22222 12/18/08 11:00:37 No Answer
12/19/2008	DMD				T:22222 00/00/00 00:00:00
12/22/2008	CIT	INQ95			T:13012 003 DONE 12/22/08 BY TLR 13012
12/22/2008	CIT	INQ95			T:13012 TSK TYP 251-RUSH COACHLINE
12/22/2008	CIT	INQ95			T:13012 003 closnig cit 251-called b1 at 5:28,no
12/22/2008	CIT	INQ95			T:13012 answer,no answer,cesar v/716136
12/23/2008	DMD				T:22222 00/00/00 00:00:00
12/23/2008	DMD				T:22222 00/00/00 00:00:00
12/23/2008	DMD				T:22222 00/00/00 00:00:00
12/23/2008	DMD				T:22222 00/00/00 00:00:00
12/23/2008	DMD				T:22222 00/00/00 00:00:00
12/23/2008	DMD				T:22222 00/00/00 00:00:00
12/23/2008	DMD				T:22222 12/20/08 14:00:24 No Answer
12/23/2008	DMD				T:22222 00/00/00 00:00:00
12/23/2008	DMD				T:22222 00/00/00 00:00:00
12/23/2008	DMD				T:22222 00/00/00 00:00:00
12/23/2008	DMD				T:22222 12/20/08 09:12:40 No Answer
12/23/2008	DMD				T:22222 00/00/00 00:00:00

12/24/2008	DMD	12-12620-msg Dec 7 9:10-7 Filed 08/22/14 Entered 08/22/14 16:38:15 Exhibit E -
12/24/2008	DMD	Layne Serving Notice Pg 7 of 28
12/24/2008	DMD	T:22222 00/00/00 00:00:00
12/24/2008	DMD	T:22222 12/23/08 14:21:56 No Answer
12/24/2008	DMD	T:22222 00/00/00 00:00:00
12/24/2008	DMD	T:22222 00/00/00 00:00:00
12/24/2008	DMD	T:22222 00/00/00 00:00:00
12/24/2008	DMD	T:22222 12/23/08 10:39:42 No Answer
12/24/2008	DMD	T:22222 00/00/00 00:00:00
12/26/2008	DMD	T:22222 00/00/00 00:00:00
12/26/2008	DMD	T:22222 12/25/08 19:04:23 Par3 Exp Msg
12/26/2008	DMD	T:22222 00/00/00 00:00:00
12/29/2008	DMD	T:22222 00/00/00 00:00:00
12/29/2008	DMD	T:22222 12/29/08 12:54:22 NO ANS
12/29/2008	DMD	T:22222 12/29/08 12:53:25 NO ANS
12/30/2008	DMD	T:22222 00/00/00 00:00:00
12/30/2008	DMD	T:22222 00/00/00 00:00:00
12/30/2008	DMD	T:22222 00/00/00 00:00:00
12/30/2008	DMD	T:22222 00/00/00 00:00:00
12/30/2008	DMD	T:22222 00/00/00 00:00:00
12/30/2008	DMD	T:22222 00/00/00 00:00:00
12/30/2008	DMD	T:22222 00/00/00 00:00:00
12/30/2008	DMD	T:22222 00/00/00 00:00:00
12/30/2008	DMD	T:22222 00/00/00 00:00:00
12/30/2008	DMD	T:22222 00/00/00 00:00:00
12/30/2008	DMD	T:22222 00/00/00 00:00:00
12/30/2008	DMD	T:22222 00/00/00 00:00:00
12/30/2008	DMD	T:22222 00/00/00 00:00:00
12/30/2008	DMD	T:22222 12/27/08 14:21:51 No Answer
12/30/2008	DMD	T:22222 00/00/00 00:00:00
12/30/2008	DMD	T:22222 00/00/00 00:00:00
12/30/2008	DMD	T:22222 00/00/00 00:00:00
12/30/2008	DMD	T:22222 12/27/08 09:37:39 No Answer
12/30/2008	DMD	T:22222 00/00/00 00:00:00
12/31/2008	DMD	T:22222 12/30/08 14:49:18 No Answer
12/31/2008	DMD	T:22222 00/00/00 00:00:00
12/31/2008	DMD	T:22222 00/00/00 00:00:00
12/31/2008	DMD	T:22222 00/00/00 00:00:00

12/31/2008	DMD	12-12020-Indg	Doc 7410-10	7919-7	Filed 08/22/14	T: Entered 08/22/14 16:38:15	Exhibit 7
12/31/2008	DMD				Layne Servicing Notice	2222 Pg 8 of 28	00:00:00
1/2/2009	DM					T:00000	EARLY IND: SCORE 000 MODEL NOTSC
1/5/2009	DMD					T:22222	01/02/09 14:41:09 Left Message
1/5/2009	DMD					T:22222	00/00/00 00:00:00
1/5/2009	DMD					T:22222	00/00/00 00:00:00
1/5/2009	DMD					T:22222	00/00/00 00:00:00
1/5/2009	DMD					T:22222	01/02/09 10:08:26 Left Message
1/5/2009	DMD					T:22222	00/00/00 00:00:00
1/6/2009	DM					T:00000	EARLY IND: SCORE 000 MODEL NOTSC
1/8/2009	DMD					T:22222	01/07/09 18:48:06 LEFT MESSAGE
1/8/2009	DMD					T:22222	01/07/09 14:30:54 Left Message
1/8/2009	DMD					T:22222	01/07/09 09:38:28 Left Message
1/8/2009	DMD					T:22222	00/00/00 00:00:00
1/8/2009	DMD					T:22222	01/08/09 14:38:24 NO ANS
1/8/2009	DMD					T:22222	01/08/09 14:37:37 NO ANS
1/12/2009	DM					T:00000	EARLY IND: SCORE 000 MODEL NOTSC
1/12/2009	DMD					T:22222	01/09/09 18:25:40 LEFT MESSAGE
1/12/2009	DMD					T:22222	01/09/09 13:27:17 Left Message
1/12/2009	DMD					T:22222	01/09/09 09:26:57 Left Message
1/12/2009	D19		0	05	8		DEF - OPTIONS TO AVOID FORECLOSURE
1/13/2009	DMD					T:22222	00/00/00 00:00:00
1/13/2009	DMD					T:22222	01/13/09 11:38:53 NO ANS
1/13/2009	DMD					T:22222	01/13/09 11:38:22 NO ANS
1/14/2009	DM					T:00000	EARLY IND: SCORE 000 MODEL NOTSC
1/15/2009	DMD					T:22222	00/00/00 00:00:00
1/15/2009	DMD					T:22222	00/00/00 00:00:00
1/15/2009	DMD					T:22222	01/14/09 15:06:25 Left Message
1/15/2009	DMD					T:22222	00/00/00 00:00:00
1/15/2009	DMD					T:22222	01/15/09 18:13:58 NO ANS
1/15/2009	DMD					T:22222	01/15/09 18:12:36 NO ANS
1/16/2009	CBR		0	00	1	T:00000	DELINQUENT: 30 DAYS
1/19/2009	DM					T:00000	EARLY IND: SCORE 000 MODEL NOTSC
1/19/2009	DMD					T:22222	00/00/00 00:00:00
1/19/2009	DMD					T:22222	01/19/09 19:29:10 INCOMPLETE
1/19/2009	DMD					T:22222	01/19/09 19:28:29 NO ANS
1/19/2009	DMD					T:22222	01/16/09 17:51:24 LEFT MESSAGE
1/19/2009	DMD					T:22222	01/16/09 14:04:04 Left Message
1/19/2009	DMD					T:22222	01/16/09 10:37:14 Left Message
1/20/2009	D28		0	DT	8		FORCED BILLING STATEMENT FROM REPORT R628

1/21/2009	DM	12-16-2009	12-17-2009	12-18-2009	12-19-2009	T:00000	01/21/09 14:51:36	Left Message
1/22/2009	DMD			Layne	Servicing Notes	T:22222	01/21/09 10:55:47	Left Message
1/22/2009	DMD					T:22222	01/21/09 14:51:36	Left Message
1/22/2009	DMD					T:22222	01/21/09 10:55:47	Left Message
1/26/2009	DM					T:00000	EARLY IND: SCORE 000 MODEL NOTSC	
1/28/2009	DM					T:00000	EARLY IND: SCORE 000 MODEL NOTSC	
1/29/2009	DM					T:00000	AUTOMATED INTEREST ACCRUAL HOLD ACTIVE	
1/29/2009	DMD					T:22222	01/28/09 18:17:34	LEFT MESSAGE
1/29/2009	DMD					T:22222	01/28/09 14:44:09	LEFT MESSAGE
1/29/2009	DMD					T:22222	01/28/09 11:03:23	Left Message
2/2/2009	DM					T:00000	EARLY IND: SCORE 000 MODEL NOTSC	
2/2/2009	DMD					T:22222	01/30/09 18:28:38	LEFT MESSAGE
2/2/2009	DMD					T:22222	01/30/09 13:31:58	Left Message
2/2/2009	DMD					T:22222	01/30/09 09:41:29	"
2/3/2009	NT	COL10				T:21034	Flagged for FASLO 02/03/09.	
2/3/2009	D19		0	05	8		BREACH LINTON CECIL LA	
2/5/2009	DM					T:00000	EARLY IND: SCORE 000 MODEL NOTSC	
2/5/2009	DMD					T:22222	02/04/09 18:34:35	LEFT MESSAGE
2/5/2009	DMD					T:22222	02/04/09 14:26:51	Left Message
2/5/2009	DMD					T:22222	02/04/09 10:08:44	Left Message
2/5/2009	DMD					T:22222	00/00/00 00:00:00	
2/5/2009	DMD					T:22222	02/05/09 15:47:21 NO ANS	
2/5/2009	DMD					T:22222	02/05/09 15:46:38 NO ANS	
2/9/2009	DM					T:00000	EARLY IND: SCORE 000 MODEL NOTSC	
2/9/2009	DMD					T:22222	02/06/09 18:41:00	LEFT MESSAGE
2/9/2009	DMD					T:22222	02/06/09 14:44:27	"
2/9/2009	DMD					T:22222	02/06/09 10:46:19	"
2/10/2009	NT	DM				T:29968	Standard Exterior ordered through Evaluation	
2/10/2009	NT	DM				T:29968	Solutions for no requestor provided.	
2/10/2009	FSV		0	0	0	T:23983	INSP TYPE R ORDERED; REQ CD =1150	
2/10/2009	NT	COL10				T:21034	Flagged for FASLO 02/10/09.	
2/11/2009	DM					T:00000	EARLY IND: SCORE 000 MODEL NOTSC	
2/12/2009	DMD					T:22222	00/00/00 00:00:00	
2/12/2009	DMD					T:22222	02/11/09 15:40:44	Left Message
2/12/2009	DMD					T:22222	02/11/09 11:24:14	Left Message
2/12/2009	NT	DM				T:30881	BPO value received from Evals	
2/12/2009	FSV		0	0	0	T:30881	INSP TP R RESULTS RCVD; ORD DT=02/10/09	
2/13/2009	CBR		0	00	1	T:00000	DELINQUENT: 60 DAYS	
2/16/2009	DM					T:00000	EARLY IND: SCORE 000 MODEL NOTSC	
2/16/2009	DMD					T:22222	02/13/09 18:29:28	LEFT MESSAGE

2/16/2009	DMD	12-12020-mg Doc 7-10-7 Filed 08/22/14 Entered 08/22/14 16:38:15 Exhibit 7
2/16/2009	DMD	Layne Servicing Notes 222g 10 of 28 T:22222 00/00/00 00:00:00 Left Message
2/17/2009	DMD	T:22222 00/00/00 00:00:00
2/17/2009	DMD	T:22222 02/17/09 11:44:26 INCOMPLETE
2/17/2009	DMD	T:22222 02/17/09 11:43:45 NO ANS
2/18/2009	DM	T:00000 EARLY IND: SCORE 000 MODEL NOTSC
2/19/2009	DMD	T:22222 02/18/09 18:14:53 LEFT MESSAGE
2/19/2009	DMD	T:22222 02/18/09 14:32:38 Left Message
2/19/2009	DMD	T:22222 02/18/09 10:37:40 Left Message
2/19/2009	DMD	T:22222 00/00/00 00:00:00
2/19/2009	DMD	T:22222 02/19/09 13:11:16 NO ANS
2/19/2009	DMD	T:22222 02/19/09 13:10:38 NO ANS
2/19/2009	D28	0 DT 8 BILLING STATEMENT FROM REPORT R628
2/20/2009	CIT	COL10 T:20570 004 DONE 02/20/09 BY TLR 20570
2/20/2009	CIT	COL10 T:20570 TSK TYP 804-DEF-COST EVALUA
2/20/2009	CIT	COL10 T:20570 004 Open CIT 804
2/20/2009	CIT	COL10 T:20570 Recommendation :No Equity: -\$49,819
2/20/2009	CIT	COL10 T:20570 Date Completed :2/20/2009
2/20/2009	CIT	COL10 T:20570 Net Execution Percentage :68.48%
2/23/2009	DM	T:00000 EARLY IND: SCORE 000 MODEL NOTSC
2/23/2009	DMD	T:22222 02/20/09 17:12:10 LEFT MESSAGE
2/23/2009	DMD	T:22222 02/20/09 13:10:02 Left Message
2/23/2009	DMD	T:22222 02/20/09 09:51:20 Left Message
2/24/2009	ITR	
2/25/2009	DM	T:00000 EARLY IND: SCORE 000 MODEL NOTSC
2/25/2009	DMD	T:22222 00/00/00 00:00:00
2/25/2009	DMD	T:22222 00/00/00 00:00:00
2/25/2009	DMD	T:22222 02/25/09 11:31:21 PAR3 CONNECT
2/26/2009	DMD	T:22222 00/00/00 00:00:00
2/26/2009	DMD	T:22222 00/00/00 00:00:00
2/26/2009	DMD	T:22222 02/26/09 20:12:10 NO ANS
3/2/2009	DM	T:00000 EARLY IND: SCORE 000 MODEL NOTSC
3/5/2009	DM	T:00000 EARLY IND: SCORE 000 MODEL NOTSC
3/5/2009	DMD	T:22222 03/04/09 18:09:50 LEFT MESSAGE
3/5/2009	DMD	T:22222 03/04/09 14:24:01 Left Message
3/5/2009	DMD	T:22222 03/04/09 10:53:24 Left Message
3/5/2009	DMD	T:22222 03/05/09 18:13:39 NO ANS
3/5/2009	DMD	T:22222 03/05/09 11:54:04 NO ANS
3/5/2009	DMD	T:22222 03/05/09 11:53:26 NO ANS
3/5/2009	D19	0 05 8 LM - LOSS MIT FCL REFERRAL - FNMA/FHLMC

3/9/2009	DM	12-12020-Indg Doc 7410-7 Filed 08/22/14 Entered 08/22/14 19:18:16 Layne Servicing Notes Pg 10 of 28					Exhibit -
3/11/2009	DM					T:00000	EARLY IND: SCORE 000 MODEL NOTSC
3/12/2009	DMD					T:22222	00/00/00 00:00:00
3/12/2009	DMD					T:22222	00/00/00 00:00:00
3/12/2009	DMD					T:22222	03/12/09 16:41:28 DISCON
3/13/2009	CBR		0	00	1	T:00000	DELINQUENT: 90 DAYS
3/16/2009	DM					T:00000	EARLY IND: SCORE 000 MODEL NOTSC
3/18/2009	DM					T:00000	EARLY IND: SCORE 000 MODEL NOTSC
3/19/2009	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
3/23/2009	DM					T:00000	EARLY IND: SCORE 000 MODEL NOTSC
3/25/2009	DM					T:00000	EARLY IND: SCORE 000 MODEL NOTSC
3/30/2009	DM					T:00000	EARLY IND: SCORE 000 MODEL NOTSC
3/31/2009	DMD					T:22222	00/00/00 00:00:00
3/31/2009	DMD					T:22222	03/31/09 14:51:46 NO ANS
3/31/2009	DMD					T:22222	03/31/09 14:50:44 VACANT
4/1/2009	DM					T:00000	EARLY IND: SCORE 000 MODEL NOTSC
4/2/2009	DMD					T:22222	00/00/00 00:00:00
4/2/2009	DMD					T:22222	04/02/09 16:16:31 4
4/2/2009	DMD					T:22222	04/02/09 16:16:10 VACANT
4/6/2009	DM					T:00000	EARLY IND: SCORE 000 MODEL NOTSC
4/8/2009	DM					T:00000	EARLY IND: SCORE 000 MODEL NOTSC
4/10/2009	CBR		0	00	1	T:00000	DELINQUENT: 120 DAYS
4/13/2009	DM					T:00000	EARLY IND: SCORE 000 MODEL NOTSC
4/13/2009	DMD					T:22222	00/00/00 00:00:00
4/13/2009	DMD					T:22222	00/00/00 00:00:00
4/13/2009	DMD					T:22222	04/03/09 10:00:15 Left Message
4/13/2009	DMD					T:22222	04/01/09 18:51:23 LEFT MESSAGE
4/13/2009	DMD					T:22222	04/01/09 15:23:57 Left Message
4/13/2009	DMD					T:22222	04/01/09 11:11:55 Left Message
4/13/2009	DMD					T:22222	03/27/09 18:25:30 LEFT MESSAGE
4/13/2009	DMD					T:22222	03/27/09 14:06:52 Left Message
4/13/2009	DMD					T:22222	03/27/09 10:32:22 Left Message
4/13/2009	DMD					T:22222	03/25/09 18:53:05 LEFT MESSAGE
4/13/2009	DMD					T:22222	03/25/09 15:20:54 Left Message
4/13/2009	DMD					T:22222	03/25/09 09:56:44 Left Message
4/13/2009	DMD					T:22222	03/20/09 17:52:00 LEFT MESSAGE
4/13/2009	DMD					T:22222	03/20/09 13:22:40 Left Message
4/13/2009	DMD					T:22222	03/20/09 09:24:23 Left Message
4/13/2009	DMD					T:22222	03/18/09 18:21:07 LEFT MESSAGE
4/13/2009	DMD					T:22222	03/18/09 14:01:55 Left Message

4/13/2009	DMD	12-12628-Indg Dec 7 4 10 10	12-12628-Indg Dec 7 4 10 10	12-12628-Indg Dec 7 4 10 10	12-12628-Indg Dec 7 4 10 10	T:22222	03/13/09 14:01:34	Left Message
4/13/2009	DMD			Layne Servicing Notes	Pg 408 Pg 222g	T:22222	03/13/09 14:01:34	LEFT MESSAGE
4/13/2009	DMD					T:22222	03/13/09 14:01:34	Left Message
4/13/2009	DMD					T:22222	03/13/09 10:59:51	Left Message
4/13/2009	DMD					T:22222	00/00/00 00:00:00	
4/13/2009	DMD					T:22222	03/11/09 14:37:38	Left Message
4/13/2009	DMD					T:22222	03/11/09 11:19:22	"
4/13/2009	DMD					T:22222	00/00/00 00:00:00	
4/13/2009	DMD					T:22222	00/00/00 00:00:00	
4/13/2009	DMD					T:22222	03/06/09 15:07:49	Left Message
4/15/2009	DM					T:00000	EARLY IND: SCORE 000 MODEL NOTSC	
4/20/2009	DM					T:00000	EARLY IND: SCORE 000 MODEL NOTSC	
4/21/2009	D28		0	DT	8		FORCED BILLING STATEMENT FROM REPORT R628	
4/22/2009	DM					T:00000	EARLY IND: SCORE 000 MODEL NOTSC	
4/27/2009	DM					T:00000	EARLY IND: SCORE 000 MODEL NOTSC	
4/28/2009	CIT	COL15				T:11223	005 NEW CIT 798: Per CBR due for 12/01/08; no	
4/28/2009	CIT	COL15				T:11223	active FC per RQ. Will retarget on renew date.	
4/28/2009	CIT	COL15				T:11223	- arthy	
4/29/2009	DM					T:00000	EARLY IND: SCORE 000 MODEL NOTSC	
4/29/2009	CIT	COL15				T:21038	005 DONE 04/29/09 BY TLR 21038	
4/29/2009	CIT	COL15				T:21038	TSK TYP 798-SENIOR LIEN RES	
4/29/2009	CIT	COL15				T:21038	005 CIT Closed; Prod Counted	
5/4/2009	DM					T:00000	EARLY IND: SCORE 000 MODEL NOTSC	
5/6/2009	DM					T:00000	EARLY IND: SCORE 000 MODEL NOTSC	
5/8/2009	CBR		0	00	1	T:00000	DELINQUENT: 150 DAYS	
5/11/2009	DM					T:00000	EARLY IND: SCORE 000 MODEL NOTSC	
5/13/2009	DM					T:00000	EARLY IND: SCORE 000 MODEL NOTSC	
5/18/2009	DM					T:00000	EARLY IND: SCORE 000 MODEL NOTSC	
5/19/2009	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628	
5/20/2009	DM					T:00000	EARLY IND: SCORE 000 MODEL NOTSC	
5/21/2009	DM					T:02801	B1 CI, VI, ADV OF TAD, BREACH LCS, CRED IMPACT, &	
5/21/2009	DM					T:02801	POSS REF TO F/C, WANTS P/O, ADV CAN EITHER MAIL OR	
5/21/2009	DM					T:02801	FAX, SHE GAVE FAX# 541-756-2258 & ASKED FOR THE	
5/21/2009	DM					T:02801	CEO'S NAME.	
5/21/2009	DM					T:02801	ACTION/RESULT CD CHANGED FROM LMDC TO BRUN	
5/21/2009	NT					T:02801	TellerID:2801	
5/21/2009	NT					T:02801	Fax Number:5417562258	
5/21/2009	NT					T:02801	Phone Number:5036938383	
5/21/2009	NT					T:02801	36225.58: Final Payoff Amount	
5/21/2009	NT					T:02801	Requestor Name:Nancy Kay Layne	

5/21/2009	PAY						12-12620-Indg Doc 7910-7 Filed 08/22/14 Entered 08/22/14 15:18:15 Exhibit E -
5/21/2009	PAY		0	Layne Servicing Notes	1 Pg 13 of 28		0622009 EXP DT 062009 AMT 0036225.58
5/25/2009	DM					T:00000	EARLY IND: SCORE 000 MODEL NOTSC
5/27/2009	DM					T:00000	EARLY IND: SCORE 000 MODEL NOTSC
6/1/2009	DM					T:00000	EARLY IND: SCORE 000 MODEL NOTSC
6/1/2009	DMD					T:22222	00/00/00 00:00:00
6/1/2009	DMD					T:22222	00/00/00 00:00:00
6/1/2009	DMD					T:22222	06/01/09 16:58:39 FAX MODEM
6/2/2009	DMD					T:22222	00/00/00 00:00:00
6/2/2009	DMD					T:22222	06/01/09 22:23:52 NO ANS
6/2/2009	DMD					T:22222	06/01/09 16:58:39 FAX MODEM
6/3/2009	DMD					T:22222	00/00/00 00:00:00
6/3/2009	DMD					T:22222	00/00/00 00:00:00
6/3/2009	DMD					T:22222	06/02/09 22:52:58 ANS MACH
6/4/2009	DM					T:00000	EARLY IND: SCORE 000 MODEL NOTSC
6/4/2009	DMD					T:22222	00/00/00 00:00:00
6/4/2009	DMD					T:22222	00/00/00 00:00:00
6/4/2009	DMD					T:22222	06/04/09 14:22:37 MSG TO VOICE
6/4/2009	CIT	COL15				T:11129	006 new cit 798.....no fc found in rq.....Jack
6/5/2009	DMD					T:22222	00/00/00 00:00:00
6/5/2009	DMD					T:22222	00/00/00 00:00:00
6/5/2009	DMD					T:22222	06/05/09 13:43:38 NO ANS
6/5/2009	CIT	COL10				T:12787	006 DONE 06/05/09 BY TLR 12787
6/5/2009	CIT	COL10				T:12787	TSK TYP 798-SENIOR LIEN RES
6/5/2009	CIT	COL10				T:12787	006 CIT Closed; Prod Counted
6/8/2009	DM					T:00000	EARLY IND: SCORE 000 MODEL NOTSC
6/8/2009	DMD					T:22222	00/00/00 00:00:00
6/8/2009	DMD					T:22222	00/00/00 00:00:00
6/8/2009	DMD					T:22222	06/08/09 15:29:39 NO ANS
6/8/2009	NT	FLMD				T:01220	flmed letter sent to customer and letter from
6/8/2009	NT	FLMD				T:01220	customer
6/8/2009	CIT	INQ60				T:01220	007 DONE 06/08/09 BY TLR 01220
6/8/2009	CIT	INQ60				T:01220	TSK TYP 246-ADVOCACY RESOLU
6/8/2009	CIT	INQ60				T:01220	007 close cit 246--sent freeman letter
6/8/2009	CIT	INQ60				T:01220	007 new cit 246---letter to tony renzi---stamp on
6/8/2009	CIT	INQ60				T:01220	letter accptd for value and rtrnd for value
6/8/2009	CIT	INQ60				T:01220	for stillmnt and closure expmtn
6/8/2009	CIT	INQ60				T:01220	06100014642350589dated 26, May 2009 and signed
6/8/2009	CIT	INQ60				T:01220	by b1
6/9/2009	DMD					T:22222	00/00/00 00:00:00

6/9/2009	DMD	12-18220-mg	Dec 7 10:10	Filed 12/22/14	T:Entered 06/22/14 16:38:15	Exhibit E -
6/9/2009	DMD			Layne Servicing Notes	14 of 28	6/9/2009 17:35:37 NO ANS
6/10/2009	DM				T:00000	EARLY IND: SCORE 000 MODEL NOTSC
6/10/2009	DMD				T:22222	00/00/00 00:00:00
6/10/2009	DMD				T:22222	00/00/00 00:00:00
6/10/2009	DMD				T:22222	06/10/09 13:09:56 MSG ANS MACH
6/11/2009	DMD				T:22222	00/00/00 00:00:00
6/11/2009	DMD				T:22222	00/00/00 00:00:00
6/11/2009	DMD				T:22222	06/11/09 15:03:28 NO ANS
6/12/2009	CBR		0	00	1	T:00000 DELINQUENT: 180+ DAYS
6/15/2009	DM				T:00000	EARLY IND: SCORE 000 MODEL NOTSC
6/17/2009	DM				T:00000	EARLY IND: SCORE 000 MODEL NOTSC
6/19/2009	DMD				T:22222	00/00/00 00:00:00
6/19/2009	DMD				T:22222	00/00/00 00:00:00
6/19/2009	DMD				T:22222	06/18/09 22:07:55 NO ANS
6/19/2009	D28		0	DT	8	BILLING STATEMENT FROM REPORT R628
6/22/2009	DM				T:00000	EARLY IND: SCORE 000 MODEL NOTSC
6/24/2009	DM				T:00000	EARLY IND: SCORE 000 MODEL NOTSC
6/24/2009	DMD				T:22222	00/00/00 00:00:00
6/24/2009	DMD				T:22222	06/24/09 18:41:34 UN-SUCCESSFUL
6/24/2009	DMD				T:22222	06/24/09 18:38:37 VACANT
6/26/2009	DMD				T:22222	00/00/00 00:00:00
6/26/2009	DMD				T:22222	00/00/00 00:00:00
6/26/2009	DMD				T:22222	06/26/09 10:54:34 NO ANS
6/26/2009	CIT	COL10			T:23989	008 Open CIT#865 New CIT 865. Charge off recovery
6/26/2009	CIT	COL10			T:23989	amount that will not be liquidated.
6/26/2009	CIT	COL10			T:23989	Outstanding fees and costs exist on the loan.
6/26/2009	LMT					FILE CLOSED (7) COMPLETED 06/26/09
6/26/2009	LMT					CHARGE-OFF STARTED (3001) COMPLETED 06/26/09
6/26/2009	LMT					PURSUE CHARGE-OFF (3000) COMPLETED 06/26/09
6/26/2009	FCO					CHARGE OFF SALES REASON NO EQUITY NON MANDATORY
6/26/2009	LMT					CHARGE-OFF COMPLETE (3002) COMPLETED 06/26/09
6/26/2009	FCO					FULL CHARGE OFF COMPLETED
6/26/2009	LMT					APPROVED FOR LMT 06/26/09
6/29/2009	DM				T:00000	EARLY IND: SCORE 000 MODEL NOTSC
6/29/2009	NT	FSV			T:07047	LOCOR - ran scripts to: code to not inspect & to
6/29/2009	NT	FSV			T:07047	cancel open inspections. Placed stop on PIMS
6/29/2009	ITR					
7/1/2009	DM				T:00000	EARLY IND: SCORE 000 MODEL NOTSC
7/1/2009	D19		0	05	8	REC - NO CONTACT LETTER - RESI ONLY

7/6/2009	DM	12-12020-000	0	00	1	T:00000	EARLY IND: SCORE 000 MODEL NOTSC
7/8/2009	DM					T:00000	EARLY IND: SCORE 000 MODEL NOTSC
7/8/2009	NT	LTR				T:17469	Settlement Offer Letter Sent Will
7/8/2009	NT	LTR				T:17469	accept 30% until 7/27/09
7/10/2009	CBR		0	00	1	T:00000	CHARGE-OFFS
7/13/2009	DM					T:00000	EARLY IND: SCORE 000 MODEL NOTSC
7/14/2009	DMD					T:22222	00/00/00 00:00:00
7/14/2009	DMD					T:22222	00/00/00 00:00:00
7/14/2009	DMD					T:22222	07/14/09 12:43:37 HANGUP IN Q
7/15/2009	DM					T:00000	EARLY IND: SCORE 000 MODEL NOTSC
7/15/2009	NT	CBR				T:25102	Suppressed Credit due to (Charge Off). Suppression
7/15/2009	NT	CBR				T:25102	will expire (00/00/00).
7/20/2009	DM					T:00000	EARLY IND: SCORE 000 MODEL NOTSC
7/21/2009	D28		0	DT	8		FORCED BILLING STATEMENT FROM REPORT R628
7/22/2009	DM					T:00000	EARLY IND: SCORE 000 MODEL NOTSC
7/27/2009	DM					T:00000	EARLY IND: SCORE 000 MODEL NOTSC
7/30/2009	CIT	INV				T:23087	009 Open CIT#129 Chargeoff fee recovered from the
7/30/2009	CIT	INV				T:23087	Inv in 06/09. Please refer notes for the
7/30/2009	CIT	INV				T:23087	amount recovered. Bankman done to move funds
7/30/2009	CIT	INV				T:23087	from P&I to DC.
7/30/2009	NT	129				T:23087	Chargeoff fee recovered from the Inv in 06/30
7/30/2009	NT	129				T:23087	cutoff is iao \$83
7/31/2009	DM					T:00000	EARLY IND: SCORE 000 MODEL NOTSC
7/31/2009	DMD					T:22222	00/00/00 00:00:00
7/31/2009	DMD					T:22222	00/00/00 00:00:00
7/31/2009	DMD					T:22222	07/31/09 14:27:00 HANGUP IN Q
8/3/2009	D19		0	05	8		REC - NO CONTACT LETTER - RESI ONLY
8/4/2009	DM					T:00000	EARLY IND: SCORE 000 MODEL NOTSC
8/10/2009	DM					T:00000	EARLY IND: SCORE 000 MODEL NOTSC
8/10/2009	CIT	REO90				T:02139	009 DONE 08/10/09 BY TLR 02139
8/10/2009	CIT	REO90				T:02139	TSK TYP 129-CHARGE-OFF FEES
8/10/2009	CIT	REO90				T:02139	009 Closing cit 129- posted funds IR moved into DC
8/10/2009	CIT	REO90				T:02139	acct for advances with API script.
8/12/2009	DM					T:00000	EARLY IND: SCORE 000 MODEL NOTSC
8/13/2009	DMD					T:22222	00/00/00 00:00:00
8/13/2009	DMD					T:22222	00/00/00 00:00:00
8/13/2009	DMD					T:22222	08/13/09 10:43:37 MSG TO VOICE
8/14/2009	CBR		0	00	1	T:00000	CR BUR RPT STATUS=N;EXPIRE DT = 00/00/00
8/17/2009	DM					T:00000	EARLY IND: SCORE 000 MODEL NOTSC
8/19/2009	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628

8/21/2009	DM	12-1-2020	09	Dec 7 10:10	10	12/22/14	Entered 12/22/14 16:08:15	Exhibit 2 -
8/25/2009	DM						PG 418 of 871pg 16 of 28	Layne Servicing Notes 000000
8/28/2009	CIT	REO90				T:01073	008 DONE 08/28/09 BY TLR 01073	
8/28/2009	CIT	REO90				T:01073	TSK TYP 865-LIQUIDATE PRIOR	
8/28/2009	CIT	REO90				T:01073	008 Closing CIT 865	
8/31/2009	DM					T:00000	EARLY IND: SCORE 000 MODEL NOTSC	
9/1/2009	D19		0	05	8		REC - NO CONTACT LETTER - RESI ONLY	
9/2/2009	DM					T:00000	EARLY IND: SCORE 000 MODEL NOTSC	
9/3/2009	DMD					T:22222	00/00/00 00:00:00	
9/3/2009	DMD					T:22222	00/00/00 00:00:00	
9/3/2009	DMD					T:22222	09/03/09 13:33:52 HANGUP IN Q	
9/7/2009	DM					T:00000	EARLY IND: SCORE 000 MODEL NOTSC	
9/11/2009	DM					T:00000	EARLY IND: SCORE 000 MODEL NOTSC	
9/11/2009	CBR		0	00	1	T:00000	CR BUR RPT STATUS=N;EXPIRE DT = 00/00/00	
9/15/2009	DM					T:00000	EARLY IND: SCORE 000 MODEL NOTSC	
9/21/2009	DM					T:00000	EARLY IND: SCORE 000 MODEL NOTSC	
9/21/2009	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628	
9/22/2009	DMD					T:22222	00/00/00 00:00:00	
9/22/2009	DMD					T:22222	09/22/09 19:31:00 NO ANS	
9/22/2009	DMD					T:22222	09/22/09 19:28:01 HANGUP IN Q	
9/23/2009	DM					T:00000	EARLY IND: SCORE 000 MODEL NOTSC	
9/28/2009	DM					T:00000	EARLY IND: SCORE 000 MODEL NOTSC	
9/30/2009	DM					T:00000	EARLY IND: SCORE 000 MODEL NOTSC	
10/1/2009	D19		0	05	8		REC - NO CONTACT LETTER - RESI ONLY	
10/5/2009	DM					T:00000	EARLY IND: SCORE 000 MODEL NOTSC	
10/6/2009	NT	FSV				T:07898	MERS notice forwarded to Shelley P. sp	
10/6/2009	NT	OTH10				T:02794	sending mers maildoc notices & requests to P&P icn	
10/6/2009	NT	OTH10				T:02794	0927802648	
10/7/2009	DM					T:00000	EARLY IND: SCORE 000 MODEL NOTSC	
10/12/2009	DM					T:00000	EARLY IND: SCORE 000 MODEL NOTSC	
10/14/2009	DM					T:00000	EARLY IND: SCORE 000 MODEL NOTSC	
10/15/2009	DMD					T:22222	00/00/00 00:00:00	
10/15/2009	DMD					T:22222	00/00/00 00:00:00	
10/15/2009	DMD					T:22222	10/15/09 16:16:47 NO ANS	
10/19/2009	DM					T:00000	EARLY IND: SCORE 000 MODEL NOTSC	
10/19/2009	NT	LTR				T:17469	*****Settlement Offer Letter Sent 10/16/09*****.	
10/19/2009	NT	LTR				T:17469	***** Will Accept 10% by10/30/09***** .or.	
10/19/2009	NT	LTR				T:17469	*****Will Accept 20% by 11/15/09*****	
10/20/2009	D28		0	DT	8		FORCED BILLING STATEMENT FROM REPORT R628	
10/21/2009	DM					T:00000	EARLY IND: SCORE 000 MODEL NOTSC	

10/26/2009	DM	12-12020-Indg	Doc 7410-7	Filed 08/22/14	T:000000	Entered 08/22/14 16:08:15	Exhibit 7 -
10/28/2009	DM			Layne Servicing Notes	17 of 28	11/01/2009	SCORE 000 MODEL NOTSC
11/2/2009	DM					T:00000	EARLY IND: SCORE 000 MODEL NOTSC
11/2/2009	D19		0	05	8		REC - NO CONTACT LETTER - RESI ONLY
11/5/2009	DM					T:00000	EARLY IND: SCORE 000 MODEL NOTSC
11/10/2009	DMD					T:22222	00/00/00 00:00:00
11/10/2009	DMD					T:22222	11/10/09 19:47:07 NO ANS
11/10/2009	DMD					T:22222	11/10/09 19:46:17 NO ANS
11/16/2009	NT	FSV				T:07898	Melissa Katz forwarded MERS notice to Legal/MERS
11/16/2009	NT	FSV				T:07898	Mail. noted.
11/16/2009	NT	IMAGE				T:07898	imaged MERS docs. sp
11/16/2009	NT	FSV				T:07898	MERS is not a violation issue.forwarding back to
11/16/2009	NT	FSV				T:07898	MERS with cc: to Melissa Katz/Recovery. Notice of
11/16/2009	NT	FSV				T:07898	Right to Cancel and Notice of Revocation of POA.
11/16/2009	NT	FSV				T:07898	sp
11/19/2009	CIT	INQ60				T:01220	010 new cit 241-QWR rcvd (freeman/release)
11/19/2009	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
11/20/2009	NT	FLMD				T:01220	filmed QWR ACK letter
12/1/2009	D19		0	05	8		REC - NO CONTACT LETTER - RESI ONLY
12/2/2009	CIT	INQ60				T:01220	010 DONE 12/02/09 BY TLR 01220
12/2/2009	CIT	INQ60				T:01220	TSK TYP 241-QWR REQUEST
12/2/2009	CIT	INQ60				T:01220	010 close cit 241--sent response to customer to
12/2/2009	CIT	INQ60				T:01220	provide "general" qwr with docs
12/2/2009	NT	FLMD				T:01220	filmed response sent to the customer and letter
12/2/2009	NT	FLMD				T:01220	from customer
12/18/2009	DMD					T:22222	00/00/00 00:00:00
12/18/2009	DMD					T:22222	12/18/09 11:27:49 NO ANS
12/18/2009	DMD					T:22222	12/18/09 11:27:05 VACANT
12/21/2009	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
12/23/2009	NT	OTH10				T:26236	sending mers maildoc notices & requests to
12/23/2009	NT	OTH10				T:26236	recoverybb mailbox. icn# 0935702747
1/1/2010	D19		0	05	8		REC - NO CONTACT LETTER - RESI ONLY
1/12/2010	NT	OTH10				T:01363	frwding mers maildoc ICN: 1001104405-to recoverybb
1/15/2010	DMD					T:22222	00/00/00 00:00:00
1/15/2010	DMD					T:22222	01/15/10 15:29:49 NO ANS
1/15/2010	DMD					T:22222	01/15/10 15:29:05 VACANT
1/19/2010	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
1/25/2010	NT	FLMD				T:01313	invalid debt elimination scheme letter received
1/25/2010	NT	FLMD				T:01313	and response with lein release
1/25/2010	NT	ALERT				T:01313	invalid debt elimination scheme letter received

1/25/2010	NT	ALERT				T:01313	correspondence are without merit. servicing and
1/25/2010	NT	ALERT				T:01313	default activities will continue and further
1/25/2010	NT	ALERT				T:01313	correspondence of this nature will not receive a
1/25/2010	NT	ALERT				T:01313	response.
1/25/2010	CIT	INQ60				T:01313	011 DONE 01/25/10 BY TLR 01313
1/25/2010	CIT	INQ60				T:01313	TSK TYP 191-CC COR TRACKING
1/25/2010	CIT	INQ60				T:01313	011 cit 191 Milita
1/28/2010	DMD					T:22222	00/00/00 00:00:00
1/28/2010	DMD					T:22222	01/28/10 13:00:29 NO ANS
1/28/2010	DMD					T:22222	01/28/10 12:59:46 VACANT
2/1/2010	D19		0	05	8		REC - NO CONTACT LETTER - RESI ONLY
2/3/2010	DMD					T:22222	00/00/00 00:00:00
2/3/2010	DMD					T:22222	00/00/00 00:00:00
2/3/2010	DMD					T:22222	02/03/10 13:48:31 NO ANS
2/19/2010	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
2/24/2010	DMD					T:22222	00/00/00 00:00:00
2/24/2010	DMD					T:22222	02/24/10 14:33:49 MSG TO VOICE
2/24/2010	DMD					T:22222	02/24/10 14:32:48 VACANT
2/24/2010	DM					T:03148	B2 CIVD UPDATED MAILING ADDRESS AND TOOK OUT WORK
2/24/2010	DM					T:03148	#. SD RECEIVE PHONE CALL. I ASKED TO HOLD WHILE I
2/24/2010	DM					T:03148	LOOK AT ACCNT. SD ONLY NEEDED TO GIVE INFO OF
2/24/2010	DM					T:03148	TRUSTEE GARY JONES 312-613-6311. HUNG UP BEFORE
2/24/2010	DM					T:03148	COULD SEE WHAT CALL WAS PERTAINING TO.
2/24/2010	DM					T:03148	ACTION/RESULT CD CHANGED FROM BRUN TO RCDC
2/25/2010	NT	OCC				T:01504	Updated occupancy due to address change
3/1/2010	D19		0	05	8		REC - NO CONTACT LETTER - RESI ONLY
3/19/2010	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
4/1/2010	D19		0	05	8		REC - NO CONTACT LETTER - RESI ONLY
4/12/2010	DM					T:02200	REC'D CALL FROM BRWR, VD - STATED THAT THERE
4/12/2010	DM					T:02200	IS A NEW TRUSTEE ON THIS FILE AND SHOULD
4/12/2010	DM					T:02200	CONTQCT ATTY IN FACT GARY JONES TEL# 312-612-6311
4/12/2010	DM					T:02200	- ADVISED BRWR GMAC WILL NEED WRITTEN AUTH'N IN
4/12/2010	DM					T:02200	ORDER TO DISCUSS FILE WITH A 3RD PARTY WHO IS NOT
4/12/2010	DM					T:02200	CURRENTLY AUTHORIZED, WILL SUBMIT REQUIRED FORM.
4/12/2010	DM					T:02200	ACTION/RESULT CD CHANGED FROM RCDC TO RCDC
4/20/2010	D28		0	DT	8		FORCED BILLING STATEMENT FROM REPORT R628
4/27/2010	DMD					T:22222	00/00/00 00:00:00
4/27/2010	DMD					T:22222	00/00/00 00:00:00
4/27/2010	DMD					T:22222	04/27/10 19:30:41 NO ANSWER

4/28/2010	DMD					T:22222	04/27/10 19:30:41 NO ANSWER
4/28/2010	DMD					T:22222	00/00/00 00:00:00
4/28/2010	DMD					T:22222	00/00/00 00:00:00
5/3/2010	DMD					T:22222	00/00/00 00:00:00
5/3/2010	DMD					T:22222	00/00/00 00:00:00
5/3/2010	DMD					T:22222	00/00/00 00:00:00
5/3/2010	DMD					T:22222	05/03/10 19:56:12 LEFT MESSAGE
5/3/2010	DM					T:01288	LFT MSG
5/3/2010	DM					T:01288	ACTION/RESULT CD CHANGED FROM RCDC TO RCLM
5/3/2010	D19		0	05	8		REC - NO CONTACT LETTER - RESI ONLY
5/4/2010	DMD					T:22222	00/00/00 00:00:00
5/4/2010	DMD					T:22222	00/00/00 00:00:00
5/4/2010	DMD					T:22222	05/03/10 19:56:12 LEFT MESSAGE
5/5/2010	DMD					T:22222	00/00/00 00:00:00
5/5/2010	DMD					T:22222	00/00/00 00:00:00
5/5/2010	DMD					T:22222	04/27/10 19:30:41 No answer
5/7/2010	DMD					T:22222	00/00/00 00:00:00
5/7/2010	DMD					T:22222	05/07/10 13:12:13
5/7/2010	DMD					T:22222	00/00/00 00:00:00
5/10/2010	DMD					T:22222	00/00/00 00:00:00
5/10/2010	DMD					T:22222	05/07/10 13:12:13
5/10/2010	DMD					T:22222	00/00/00 00:00:00
5/11/2010	DMD					T:22222	00/00/00 00:00:00
5/11/2010	DMD					T:22222	00/00/00 00:00:00
5/11/2010	DMD					T:22222	05/11/10 19:17:25 NO ANSWER
5/12/2010	DMD					T:22222	00/00/00 00:00:00
5/12/2010	DMD					T:22222	00/00/00 00:00:00
5/12/2010	DMD					T:22222	05/11/10 19:17:25 NO ANSWER
5/19/2010	DMD					T:22222	00/00/00 00:00:00
5/19/2010	DMD					T:22222	00/00/00 00:00:00
5/19/2010	DMD					T:22222	05/19/10 14:57:54 NO ANSWER
5/19/2010	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
5/20/2010	DMD					T:22222	00/00/00 00:00:00
5/20/2010	DMD					T:22222	00/00/00 00:00:00
5/20/2010	DMD					T:22222	05/19/10 14:57:54 NO ANSWER
5/27/2010	DMD					T:22222	00/00/00 00:00:00
5/27/2010	DMD					T:22222	05/27/10 10:38:48
5/27/2010	DMD					T:22222	00/00/00 00:00:00
5/28/2010	DMD					T:22222	00/00/00 00:00:00
5/28/2010	DMD					T:22222	05/27/10 10:38:48
5/28/2010	DMD					T:22222	00/00/00 00:00:00

6/1/2010	D19	11-12020-Ing Doc 79197	12-12020-Ing Doc 741010	Filed 08/21/14	Entered 08/22/14 16:38:15	EXHIBIT 7
6/4/2010	DMD			Layne Servicing Notes	2222g	20 of 28
6/4/2010	DMD				T:22222	06/04/10 11:00:37
6/4/2010	DMD				T:22222	00/00/00 00:00:00
6/7/2010	DMD				T:22222	00/00/00 00:00:00
6/7/2010	DMD				T:22222	06/04/10 11:00:37
6/7/2010	DMD				T:22222	00/00/00 00:00:00
6/8/2010	DMD				T:22222	00/00/00 00:00:00
6/8/2010	DMD				T:22222	00/00/00 00:00:00
6/8/2010	DMD				T:22222	06/08/10 18:06:18 LEFT MESSAGE
6/8/2010	DM				T:13403	OB LM WITH MAN WHO FIRST SAID IT WAS WN BUT THEN
6/8/2010	DM				T:13403	TOOK A MESS AND WOULD GIVE TO THEM WHEN HE SEES
6/8/2010	DM				T:13403	THEM
6/8/2010	DM				T:13403	ACTION/RESULT CD CHANGED FROM RCLM TO RCDC
6/9/2010	DMD				T:22222	00/00/00 00:00:00
6/9/2010	DMD				T:22222	00/00/00 00:00:00
6/9/2010	DMD				T:22222	06/08/10 18:06:18 LEFT MESSAGE
6/21/2010	D28		0	DT	8	BILLING STATEMENT FROM REPORT R628
6/24/2010	DMD				T:22222	00/00/00 00:00:00
6/24/2010	DMD				T:22222	06/24/10 14:52:14
6/24/2010	DMD				T:22222	00/00/00 00:00:00
6/25/2010	DMD				T:22222	00/00/00 00:00:00
6/25/2010	DMD				T:22222	06/24/10 14:52:14
6/25/2010	DMD				T:22222	00/00/00 00:00:00
7/1/2010	D19		0	05	8	REC - NO CONTACT LETTER - RESI ONLY
7/2/2010	DMD				T:22222	00/00/00 00:00:00
7/2/2010	DMD				T:22222	07/02/10 14:49:10
7/2/2010	DMD				T:22222	00/00/00 00:00:00
7/5/2010	DMD				T:22222	00/00/00 00:00:00
7/5/2010	DMD				T:22222	07/02/10 14:49:10
7/5/2010	DMD				T:22222	00/00/00 00:00:00
7/20/2010	DMD				T:22222	00/00/00 00:00:00
7/20/2010	DMD				T:22222	00/00/00 00:00:00
7/20/2010	DMD				T:22222	07/20/10 18:32:53 LEFT MESSAGE
7/20/2010	DM				T:02114	ON DIALER UIM ADV D HE ALREADY HAS THE # THEY ARE
7/20/2010	DM				T:02114	NOT AVAILABEL
7/20/2010	DM				T:02114	ACTION/RESULT CD CHANGED FROM RCDC TO RCDC
7/20/2010	D28		0	DT	8	FORCED BILLING STATEMENT FROM REPORT R628
7/21/2010	DMD				T:22222	00/00/00 00:00:00
7/21/2010	DMD				T:22222	00/00/00 00:00:00

7/21/2010	DMD	12-1-2020	0	DT	8	T:22222	00/00/00 00:00:00
8/2/2010	D19	0				T:22222	08/05/10 11:33:56
8/5/2010	DMD					T:22222	00/00/00 00:00:00
8/5/2010	DMD					T:22222	00/00/00 00:00:00
8/5/2010	DMD					T:22222	00/00/00 00:00:00
8/6/2010	DMD					T:22222	00/00/00 00:00:00
8/6/2010	DMD					T:22222	08/05/10 11:33:56
8/6/2010	DMD					T:22222	00/00/00 00:00:00
8/16/2010	DMD					T:22222	00/00/00 00:00:00
8/16/2010	DMD					T:22222	00/00/00 00:00:00
8/16/2010	DMD					T:22222	08/16/10 19:37:59 NO MESSAGE LEFT
8/16/2010	DM					T:21334	DIALER ATTEMPT @ 5036938383: PARTY HUNG UP
8/16/2010	DM					T:21334	ACTION/RESULT CD CHANGED FROM RCDC TO NOTE
8/17/2010	DMD					T:22222	00/00/00 00:00:00
8/17/2010	DMD					T:22222	00/00/00 00:00:00
8/17/2010	DMD					T:22222	08/16/10 19:37:59 NO MESSAGE LEFT
8/19/2010	D28	0	DT	8			BILLING STATEMENT FROM REPORT R628
9/1/2010	DMD					T:22222	00/00/00 00:00:00
9/1/2010	DMD					T:22222	09/01/10 10:51:17
9/1/2010	DMD					T:22222	00/00/00 00:00:00
9/1/2010	D19	0	05	8			REC - NO CONTACT LETTER - RESI ONLY
9/2/2010	DMD					T:22222	00/00/00 00:00:00
9/2/2010	DMD					T:22222	09/01/10 10:51:17
9/2/2010	DMD					T:22222	00/00/00 00:00:00
9/21/2010	D28	0	DT	8			FORCED BILLING STATEMENT FROM REPORT R628
10/1/2010	D19	0	05	8			REC - NO CONTACT LETTER - RESI ONLY
10/4/2010	DMD					T:22222	00/00/00 00:00:00
10/4/2010	DMD					T:22222	00/00/00 00:00:00
10/4/2010	DMD					T:22222	10/04/10 18:29:51 NO ANSWER
10/5/2010	DMD					T:22222	00/00/00 00:00:00
10/5/2010	DMD					T:22222	00/00/00 00:00:00
10/5/2010	DMD					T:22222	10/04/10 18:29:51 NO ANSWER
10/7/2010	DMD					T:22222	00/00/00 00:00:00
10/7/2010	DMD					T:22222	00/00/00 00:00:00
10/7/2010	DMD					T:22222	10/07/10 14:37:15 BUSY
10/7/2010	DM					T:03048	OUTBOUND DIALER, FAX TONES
10/7/2010	DM					T:03048	ACTION/RESULT CD CHANGED FROM NOTE TO RCLM
10/8/2010	DMD					T:22222	00/00/00 00:00:00
10/8/2010	DMD					T:22222	00/00/00 00:00:00
10/8/2010	DMD					T:22222	10/07/10 14:37:15 BUSY

10/19/2010	DMD	12-1-2020	10/19/2010	10/19/2010	10/19/2010	10/19/2010	10/19/2010 16:18:15	Exhibit E -
10/19/2010	DMD						00:00:00	
10/19/2010	DMD					T:22222	10/19/10 16:21:47 MSG ANS MACH	
10/19/2010	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628	
10/20/2010	DMD					T:22222	00/00/00 00:00:00	
10/20/2010	DMD					T:22222	00/00/00 00:00:00	
10/20/2010	DMD					T:22222	10/19/10 16:21:47 MSG ANS MACH	
11/1/2010	D19		0	05	8		REC - NO CONTACT LETTER - RESI ONLY	
11/3/2010	DMD					T:22222	00/00/00 00:00:00	
11/3/2010	DMD					T:22222	00/00/00 00:00:00	
11/3/2010	DMD					T:22222	11/03/10 10:40:35 NO ANSWER	
11/4/2010	DMD					T:22222	00/00/00 00:00:00	
11/4/2010	DMD					T:22222	00/00/00 00:00:00	
11/4/2010	DMD					T:22222	11/03/10 10:40:35 NO ANSWER	
11/8/2010	DMD					T:22222	00/00/00 00:00:00	
11/8/2010	DMD					T:22222	00/00/00 00:00:00	
11/8/2010	DMD					T:22222	11/08/10 19:17:14 NO ANSWER	
11/9/2010	DMD					T:22222	00/00/00 00:00:00	
11/9/2010	DMD					T:22222	00/00/00 00:00:00	
11/9/2010	DMD					T:22222	11/08/10 19:17:14 NO ANSWER	
11/19/2010	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628	
11/30/2010	NT	INQ45				T:17779	ENHANCED HISTORY LETTER FAXED TO:	
11/30/2010	NT	INQ45				T:17779	LINTON LAYNE , FAX NBR:	
11/30/2010	NT	INQ45				T:17779	5034690206	
11/30/2010	NT	INQ				T:17779	b1 cinupdate add and phone number	
11/30/2010	NT	INQ				T:17779	/patrickp8978108	
12/1/2010	NT	OCC				T:01504	Updated occupancy due to address change	
12/1/2010	D19		0	05	8		REC - NO CONTACT LETTER - RESI ONLY	
12/2/2010	DMD					T:22222	00/00/00 00:00:00	
12/2/2010	DMD					T:22222	00/00/00 00:00:00	
12/2/2010	DMD					T:22222	12/02/10 10:25:37 NO ANSWER	
12/3/2010	DMD					T:22222	00/00/00 00:00:00	
12/3/2010	DMD					T:22222	00/00/00 00:00:00	
12/3/2010	DMD					T:22222	12/02/10 10:25:37 NO ANSWER	
12/8/2010	DMD					T:22222	00/00/00 00:00:00	
12/8/2010	DMD					T:22222	00/00/00 00:00:00	
12/8/2010	DMD					T:22222	12/08/10 14:15:07 LINE IDLE	
12/9/2010	DMD					T:22222	00/00/00 00:00:00	
12/9/2010	DMD					T:22222	00/00/00 00:00:00	
12/9/2010	DMD					T:22222	12/08/10 14:15:07 LINE IDLE	

12/13/2010	DMD					T:22222	12/11/10 10:51:00 NO ANSWER
12/13/2010	DMD					T:22222	00/00/00 00:00:00
12/13/2010	DMD					T:22222	00/00/00 00:00:00
12/13/2010	DMD					T:22222	12/11/10 10:51:00 NO ANSWER
12/15/2010	BKR						UPDATED BY INTERFACE
12/15/2010	BKR						TASK:0004-BKR-CHANGD FUPDT 03/14/11
12/15/2010	BKR						UPDATED BY INTERFACE
12/15/2010	BKR						TASK:0101-BKR-CHANGD FUPDT 01/13/11
12/15/2010	BKR						UPDATE BY INTERFACE
12/16/2010	BKR						12/16/10 - 06:22 - 00007
12/16/2010	BKR						Process opened 12/16/2010 by user
12/16/2010	BKR						Fidelity AutoProc.
12/16/2010	NT	BKR				T:20280	Vendor Code Updated - exc
12/16/2010	BKR						BANKRUPTCY FILED (1) COMPLETED 12/14/10
12/16/2010	BKR						FILED NOTICE RECVD (2) COMPLETED 12/16/10
12/21/2010	D28		0	DT	8		FORCED BILLING STATEMENT FROM REPORT R628
1/19/2011	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
2/21/2011	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
2/28/2011	BKR						DELQ POST-PETN PMT (2632) COMPLETED 02/28/11
3/18/2011	CIT	INQ35				T:20246	012 DONE 03/18/11 BY TLR 20246
3/18/2011	CIT	INQ35				T:20246	TSK TYP 106-CREDIT AMEND >
3/18/2011	CIT	INQ35				T:20246	012 closing cit 106, sent AUD to bureaus shwn
3/18/2011	CIT	INQ35				T:20246	acct (97-E) 0 bal, as per banko chap 7 filed
3/18/2011	CIT	INQ35				T:20246	12/14/10 was discharged 03/16/11, was charged
3/18/2011	CIT	INQ35				T:20246	off on 06/26/09, in rev of 05/07-06/09 2x30
3/18/2011	CIT	INQ35				T:20246	1x60 1x90 1x120 1x150 1x180 1xL, turned off
3/18/2011	CIT	INQ35				T:20246	credit reporting rhodora p8978375
3/18/2011	CIT	BKR				T:31580	012 cit 106;
3/18/2011	CIT	BKR				T:31580	Bankruptcy Petition #: 10-41697
3/18/2011	CIT	BKR				T:31580	Chapter 7
3/18/2011	CIT	BKR				T:31580	Date filed: 12/14/2010
3/18/2011	CIT	BKR				T:31580	Date terminated: 03/16/2011
3/18/2011	CIT	BKR				T:31580	Debtor discharged: 03/16/2011
3/18/2011	CIT	BKR				T:31580	please amend credit
3/18/2011	BKR						REVIEW & CLOSE FILE (30) COMPLETED 03/18/11
3/18/2011	BKR						ACCT RECON DISCH DT (5) COMPLETED 03/16/11
3/18/2011	BKR						FEES COSTS RECON (31) COMPLETED 03/18/11
3/18/2011	BKR						FINAL INVOICE PAID? (34) COMPLETED 03/18/11

3/18/2011	BKR	12-1-2020	0	DT	8		03/16/11
3/21/2011	D28		0				
4/19/2011	D28		0	DT	8		
5/19/2011	D28		0	DT	8		
6/21/2011	D28		0	DT	8		
7/19/2011	D28		0	DT	8		
8/19/2011	D28		0	DT	8		
9/20/2011	D28		0	DT	8		
10/19/2011	D28		0	DT	8		
11/21/2011	D28		0	DT	8		
12/2/2011	CIT	INQ30				T:17664	013 DONE 12/02/11 BY TLR 17664
12/2/2011	CIT	INQ30				T:17664	TSK TYP 111-FORWARDED CORRE
12/2/2011	CIT	INQ30				T:17664	013 Closing Cit 111 corr recvd/Fwd to Recovery
12/2/2011	CIT	INQ30				T:17664	Copy sent to imaging
12/5/2011	NT	RCV				T:21337	rcvd ltr from b1 requesting evidence of debt; gave
12/5/2011	NT	RCV				T:21337	to Nate
12/7/2011	DM					T:02900	ACCOUNT IS DISCH CH7 BANKRUPTCY; STATEMENT SENT
12/7/2011	DM					T:02900	BACK WITH REQUEST INCLUDES BANKRUPTCY VERBAGE -
12/7/2011	DM					T:02900	UNABLE TAKE ANY ACTION AT THIS TIME.
12/7/2011	DM					T:02900	ACTION/RESULT CD CHANGED FROM RCLM TO RCDC
12/20/2011	D28		0	DT	8		
1/19/2012	D28		0	DT	8		
2/21/2012	D28		0	DT	8		
3/20/2012	D28		0	DT	8		
4/19/2012	D28		0	DT	8		
5/6/2012	NT	CBR				T:17642	acdv rcvd from b2 states account not his/hers.
5/6/2012	NT	CBR				T:17642	verified name and ssn in iss (note and app doc)
5/6/2012	NT	CBR				T:17642	all info matched except for middle name unknown.
5/6/2012	NT	CBR				T:17642	account was charged off on 06/26/09. reported
5/6/2012	NT	CBR				T:17642	account as (97) 0 bal except for charged off
5/6/2012	NT	CBR				T:17642	amount \$34350. in review of 05/07-06/09, 2x30,
5/6/2012	NT	CBR				T:17642	1x60, 1x90, 1x120, 1x150, 1x180, 1xL (06/09).
5/6/2012	NT	CBR				T:17642	credit reporting remains off . gerardm.8412600
5/14/2012	NT	CBR				T:20085	acdvrcvd from b2 sts Not his/hers. ver nme/ssn
5/14/2012	NT	CBR				T:20085	in iss. all info macthed . reported (97) charged
5/14/2012	NT	CBR				T:20085	off 06/26/09. 0 bal reportd except orig co amount
5/14/2012	NT	CBR				T:20085	of \$34350. in review of 05/07-06/09, 2x30,
5/14/2012	NT	CBR				T:20085	1x60, 1x90, 1x120, 1x150, 1x180, 1xL (06/09).
5/14/2012	NT	CBR				T:20085	credit reporting remains off may anne c 8412596
5/21/2012	D28		0	DT	8		

6/19/2012	D28	12-1-2020 mg	0	DT	8	12/22/14 Entered 09/22/14 16:08:15	Exhibit E
7/12/2012	NT	CUS				T:25101	the Post Office.
7/12/2012	NT	CUS				T:01504	Updated occupancy due to address change
7/17/2012	NT	OCC				T:20085	acdv cvd frm b2 sts Not his/hers. ver nme/ssn
7/19/2012	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
7/27/2012	NT	CBR				T:20085	in iss. all info matched except mid nme diff.
7/27/2012	NT	CBR				T:20085	reported (97) charged off 06/26/09. 0 bal reportd
7/27/2012	NT	CBR				T:20085	except orig co amount of \$34350. in review of
7/27/2012	NT	CBR				T:20085	05/07-06/09, 2x30, 1x60, 1x90, 1x120, 1x150,
7/27/2012	NT	CBR				T:20085	1x180, 1xL (06/09). credit reporting remains off
7/27/2012	NT	CBR				T:20085	may anne c 8412596
7/27/2012	NT	RCV				T:30742	Per Real Quest - No F/C sale held by SLH
8/21/2012	D28		0	DT	8		FORCED BILLING STATEMENT FROM REPORT R628
9/18/2012	NT	VOC				T:26437	militia lttr fwd to S Parker/Corr. lindseye5165
9/19/2012	CIT	INQ30				T:21679	014 new cit 109 corr rcvd
9/19/2012	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
9/20/2012	NT	CBR				T:22300	acdv rcvd frm b2 claims acct Not his/hers.
9/20/2012	NT	CBR				T:22300	Verified info in iss (note and tapp) all info
9/20/2012	NT	CBR				T:22300	matched except midd name diff. Reported acct
9/20/2012	NT	CBR				T:22300	charge off 06/26/09 (97) 0 bal except charge off
9/20/2012	NT	CBR				T:22300	amount of \$34350. IN rev hist 05/07-06/09 2x30
9/20/2012	NT	CBR				T:22300	1x60 1x90 1x120 1x150 1x180 1xL cred rpeortng
9/20/2012	NT	CBR				T:22300	remains off // glen v8412599
9/28/2012	OL		0	21	2		WDOYCorr recvd-response pending1
9/28/2012	CIT	INQ30				T:01357	014 DONE 09/28/12 BY TLR 01357
9/28/2012	CIT	INQ30				T:01357	TSK TYP 109-CC COR TRACKING
9/28/2012	CIT	INQ30				T:01357	014 clnsg cit 109- fwd corr to assump fr hndng.
9/28/2012	CIT	INQ30				T:01357	snt to be imgdk athy t4189
10/11/2012	NT	ASM01				T:29952	Received copy of recorded deed, removed LINTON
10/11/2012	NT	ASM01				T:29952	CECIL LAYNE from account but not liability
10/19/2012	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
11/20/2012	D28		0	DT	8		FORCED BILLING STATEMENT FROM REPORT R628
11/23/2012	NT	CBR				T:02273	acdv rcvd fr b1 claims acct not his/hers, verified
11/23/2012	NT	CBR				T:02273	name/ssn on iss info matched excpt middle name
11/23/2012	NT	CBR				T:02273	diff, reported acct (97) charged off on 06/26/09,
11/23/2012	NT	CBR				T:02273	0 bal reported excpt charged off amt\$34350, in rev
11/23/2012	NT	CBR				T:02273	of 05/07-06/09 2x30 1x60 1x90 1x120 1x150 1x180
11/23/2012	NT	CBR				T:02273	1xL, cred reporting remains off.,jancel r 8412597
11/26/2012	NT	RCV				T:30742	Per Real Quest - No F/C sale held by SLH

11/27/2012	NT	12-12-2012	0	DT	8	T:08837	per note/tapp. rtd acct (97) charged off on
11/27/2012	NT	CBR				T:08837	06/26/09. 0 bal rptd excpt orig charge off amt
11/27/2012	NT	CBR				T:08837	34350, in rev of 05/07-06/09 2x30 1x60 1x90 1x120
11/27/2012	NT	CBR				T:08837	1x150 1x180 1xL cred rptng remainsoff. rose dr
11/27/2012	NT	CBR				T:08837	8412330
11/29/2012	LIT						sent info to legal
12/19/2012	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
1/21/2013	NT	CBR				T:12466	acdv rcvd from b1 disputes account status/history.
1/21/2013	NT	CBR				T:12466	reported account (97) co dtd 06/26/09, 0 bal
1/21/2013	NT	CBR				T:12466	except for co amount \$34350. In rev 05/07-06/09,
1/21/2013	NT	CBR				T:12466	2x30, 1x60, 1x90, 1x120, 1x150, 1x180, 1xL, credit
1/21/2013	NT	CBR				T:12466	reporting remains off agosto8412598
1/21/2013	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
2/5/2013	NT	BKDAT				T:25101	BKR Historical Legal Case Number 1041697 --
2/5/2013	NT	BKDAT				T:25101	Borrower Attorney Info -- Vendor ID: 9027462
2/5/2013	NT	BKDAT				T:25101	--Vendor Name: ALEXZANDER C J ADAMS ATT AT LAW --
2/5/2013	NT	BKDAT				T:25101	Vendor Address: 14705 SW MILLIKAN WAY BEAVERTON
2/5/2013	NT	BKDAT				T:25101	OR 97006 -- Vendor Phone: 503-278-5400 -- Date
2/5/2013	NT	BKDAT				T:25101	Relief Granted N/A -- Date Dismissed N/A -- Date
2/5/2013	NT	BKDAT				T:25101	Discharged 03/16/2011 -- Date Released 03/16/2011.
2/19/2013	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
2/21/2013	NT	CBR				T:20246	acdv recd fr b1 claiming inaccurate info, verified
2/21/2013	NT	CBR				T:20246	name/ssn on iss (conf on note and tapp), all info
2/21/2013	NT	CBR				T:20246	matched except middle name diff, reported acct
2/21/2013	NT	CBR				T:20246	(97) 0 bal reported except orig co amt of \$34350,
2/21/2013	NT	CBR				T:20246	was co 06/26/09, in rev of 05/07-06/09 2x30 1x60
2/21/2013	NT	CBR				T:20246	1x90 1x120 1x150 1x180 1xL cred rptng remains off
2/21/2013	NT	CBR				T:20246	rhodora p8412728
2/24/2013	NT	CBR				T:23298	acdv recvd from b1 claiming inaccurate
2/24/2013	NT	CBR				T:23298	information. Verified name/ssn on iss (thru note
2/24/2013	NT	CBR				T:23298	and tapp) all info matched. Reported account as
2/24/2013	NT	CBR				T:23298	(97) was charged off on 06/26/09, 0 bal except CO
2/24/2013	NT	CBR				T:23298	amount of \$34350. In rev of 05/07- 06/09 2x30
2/24/2013	NT	CBR				T:23298	1x60 1x90 1x120 1x150 1x180 1xL credit reporting
2/24/2013	NT	CBR				T:23298	remains off reymarm8413517
2/25/2013	NT	CBR				T:25101	Removed Credit Suppression Flag
2/25/2013	NT	CBR				T:25101	Removed Credit Suppression Flag
3/18/2013	CBR		0	00	1	T:00000	CHARGE-OFFS

3/18/2013	CBR	12-12020-mlg Doc 7410-10	0	DT	8	T:00000	Borrower Name, SSN, ADDR
3/18/2013	CBR	12-12020-mlg Doc 7410-10	0	DT	8	T:00000	Exhibit E
3/18/2013	CBR	12-12020-mlg Doc 7410-10	0	DT	8	T:00000	Exhibit E
3/18/2013	CBR	12-12020-mlg Doc 7410-10	0	DT	8	T:00000	Exhibit E
3/18/2013	CBR	12-12020-mlg Doc 7410-10	0	DT	8	T:00000	Exhibit E
3/19/2013	D28	12-12020-mlg Doc 7410-10	0	DT	8	T:00000	Exhibit E
3/26/2013	NT	12-12020-mlg Doc 7410-10	0	DT	8	T:25101	Exhibit E
3/26/2013	NT	12-12020-mlg Doc 7410-10	0	DT	8	T:25101	Exhibit E
3/26/2013	NT	12-12020-mlg Doc 7410-10	0	DT	8	T:25101	Exhibit E
3/26/2013	NT	12-12020-mlg Doc 7410-10	0	DT	8	T:25101	Exhibit E
3/26/2013	NT	12-12020-mlg Doc 7410-10	0	DT	8	T:25101	Exhibit E
3/26/2013	NT	12-12020-mlg Doc 7410-10	0	DT	8	T:25101	Exhibit E
3/26/2013	NT	12-12020-mlg Doc 7410-10	0	DT	8	T:25101	Exhibit E
3/26/2013	NT	12-12020-mlg Doc 7410-10	0	DT	8	T:25101	Exhibit E
3/26/2013	NT	12-12020-mlg Doc 7410-10	0	DT	8	T:25101	Exhibit E
4/19/2013	D28	12-12020-mlg Doc 7410-10	0	DT	8	T:00000	Exhibit E
4/26/2013	NT	12-12020-mlg Doc 7410-10	0	DT	8	T:30742	Exhibit E
4/29/2013	NT	12-12020-mlg Doc 7410-10	0	DT	8	T:18698	Exhibit E
4/29/2013	NT	12-12020-mlg Doc 7410-10	0	DT	8	T:18698	Exhibit E
4/29/2013	NT	12-12020-mlg Doc 7410-10	0	DT	8	T:18698	Exhibit E
4/29/2013	NT	12-12020-mlg Doc 7410-10	0	DT	8	T:18698	Exhibit E
4/29/2013	NT	12-12020-mlg Doc 7410-10	0	DT	8	T:18698	Exhibit E
4/29/2013	NT	12-12020-mlg Doc 7410-10	0	DT	8	T:18698	Exhibit E
4/29/2013	NT	12-12020-mlg Doc 7410-10	0	DT	8	T:18698	Exhibit E
5/21/2013	D28	12-12020-mlg Doc 7410-10	0	DT	8	T:00000	Exhibit E
6/19/2013	D28	12-12020-mlg Doc 7410-10	0	DT	8	T:00000	Exhibit E
6/24/2013	NT	12-12020-mlg Doc 7410-10	0	DT	8	T:08090	Exhibit E
6/24/2013	NT	12-12020-mlg Doc 7410-10	0	DT	8	T:08090	Exhibit E
6/24/2013	NT	12-12020-mlg Doc 7410-10	0	DT	8	T:08090	Exhibit E
6/24/2013	NT	12-12020-mlg Doc 7410-10	0	DT	8	T:08090	Exhibit E
7/19/2013	D28	12-12020-mlg Doc 7410-10	0	DT	8	T:00000	Exhibit E
8/20/2013	D28	12-12020-mlg Doc 7410-10	0	DT	8	T:00000	Exhibit E
9/19/2013	D28	12-12020-mlg Doc 7410-10	0	DT	8	T:00000	Exhibit E

TransactionDescription

Exhibit F

U.S. BANKRUPTCY COURT
DISTRICT OF OREGON

FILED

March 16, 2011

Clerk, U.S. Bankruptcy Court

Below is an order of the Court.


U.S. Bankruptcy Judge

DC7 (3/5/09)

**UNITED STATES BANKRUPTCY COURT
District of Oregon**

In re
Linton Cecil Layne, xxx-xx-7120
Debtor(s)

) Case No. **10-41697-tmb7**
)
) CHAPTER 7 ORDER RE: DISCHARGE;
) AND ORDER DISCHARGING TRUSTEE
) AND CLOSING CH. 7 "NO ASSET" CASE
)
)

It appearing that on 12/14/10 a bankruptcy petition was filed by the debtor(s); timely complaints filed pursuant to 11 USC §523(a) could be pending and the court could still order that any affected debt is nondischargeable, however no complaint objecting to the debtor's discharge pursuant to 11 USC §727 was timely filed (or such complaint was filed, and after due notice and hearing, was not sustained); each timely filed written reaffirmation agreement was either rescinded or not approved by the court; the trustee has filed a report of no assets and performed all other administrative duties as required; and therefore,

IT IS ORDERED that:

1. The debtor(s) shall be granted a discharge under §727 of Title 11, United States Code (the Bankruptcy Code).
2. The trustee is discharged as trustee of the debtor's estate; this case is closed; and the court shall retain jurisdiction over any adversary proceeding pending at the time of closure.

EXPLANATION OF BANKRUPTCY DISCHARGE IN A CHAPTER 7 CASE

This court order grants a discharge to the person(s) named as a debtor. It is not a dismissal of the case and it does not determine how much money, if any, the trustee will pay to creditors.

Collection of Discharged Debts Prohibited. The discharge prohibits any attempt to collect from a debtor a debt that has been discharged. For example, a creditor is not permitted to contact a debtor by mail, phone, or otherwise, to file or continue a lawsuit, to attach wages or other property, or to take any other action to collect a discharged debt from the debtor. (If applicable there are also special rules that protect certain community property owned by the debtor's spouse, even if that spouse did not file a bankruptcy case.) A creditor who violates this order can be required to pay damages and attorney's fees to the debtor.

However, a creditor may have the right to enforce a valid lien, such as a mortgage or security interest, against the debtor's property after the bankruptcy, if that lien was not avoided or eliminated in the bankruptcy case. Also, a debtor may voluntarily pay any debt that has been discharged.

Debts that are Discharged. The Chapter 7 discharge order eliminates a debtor's legal obligation to pay a debt that is discharged. Most, but not all, types of debts are discharged if the debt existed on the date the bankruptcy case was filed. (If this case was begun under a different chapter of the Bankruptcy Code and converted to Chapter 7, the discharge applies to debts owed when the bankruptcy case was converted.)

Debts that are Not Discharged. Some of the common types of debts which are not discharged in a Chapter 7 bankruptcy case are:

- a. Debts for most taxes;
- b. Debts incurred to pay nondischargeable taxes;
- c. Debts that are for domestic support obligations, or debts to a spouse or former spouse for property settlement;
- d. Debts for most student loans;
- e. Debts for most fines, penalties, forfeitures, or criminal restitution obligations;
- f. Debts for personal injuries or death caused by the debtor's operation of a motor vehicle, vessel, or aircraft while intoxicated;
- g. Some debts which were not properly listed by the debtor;
- h. Debts the bankruptcy court specifically has decided or will decide in this case are not discharged;
- i. Debts for which the debtor has given up the discharge protections by signing a reaffirmation agreement in compliance with the Bankruptcy Code requirements for reaffirmation of debts; and
- j. Debts owed to certain pension, profit sharing, stock bonus, other retirement plans, or to the Thrift Savings Plan for federal employees for certain types of loans from these plans.

This information is only a general summary of the bankruptcy discharge. There are exceptions to these general rules. Because the law is complicated, you may want to consult an attorney to determine the exact effect of the discharge in this case.

Exhibit G

B1 (Official Form 1)(4/10)

United States Bankruptcy Court District of Oregon				Voluntary Petition											
Name of Debtor (if individual, enter Last, First, Middle): Layne, Linton Cecil			Name of Joint Debtor (Spouse) (Last, First, Middle):												
All Other Names used by the Debtor in the last 8 years (include married, maiden, and trade names):			All Other Names used by the Joint Debtor in the last 8 years (include married, maiden, and trade names):												
Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN) No./Complete EIN (if more than one, state all) xxx-xx-7120			Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN) No./Complete EIN (if more than one, state all)												
Street Address of Debtor (No. and Street, City, and State): 2186 East Main Street Hillsboro, OR			Street Address of Joint Debtor (No. and Street, City, and State):												
ZIP Code 97123			ZIP Code												
County of Residence or of the Principal Place of Business: Washington			County of Residence or of the Principal Place of Business:												
Mailing Address of Debtor (if different from street address):			Mailing Address of Joint Debtor (if different from street address):												
ZIP Code			ZIP Code												
Location of Principal Assets of Business Debtor (if different from street address above):															
Type of Debtor (Form of Organization) (Check one box) <input checked="" type="checkbox"/> Individual (includes Joint Debtors) <i>See Exhibit D on page 2 of this form.</i> <input type="checkbox"/> Corporation (includes LLC and LLP) <input type="checkbox"/> Partnership <input type="checkbox"/> Other (If debtor is not one of the above entities, check this box and state type of entity below.)		Nature of Business (Check one box) <input type="checkbox"/> Health Care Business <input type="checkbox"/> Single Asset Real Estate as defined in 11 U.S.C. § 101 (51B) <input type="checkbox"/> Railroad <input type="checkbox"/> Stockbroker <input type="checkbox"/> Commodity Broker <input type="checkbox"/> Clearing Bank <input type="checkbox"/> Other <hr/> Tax-Exempt Entity (Check box, if applicable) <input type="checkbox"/> Debtor is a tax-exempt organization under Title 26 of the United States Code (the Internal Revenue Code).		Chapter of Bankruptcy Code Under Which the Petition is Filed (Check one box) <input checked="" type="checkbox"/> Chapter 7 <input type="checkbox"/> Chapter 9 <input type="checkbox"/> Chapter 11 <input type="checkbox"/> Chapter 12 <input type="checkbox"/> Chapter 13 <input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Main Proceeding <input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Nonmain Proceeding <hr/> Nature of Debts (Check one box) <input checked="" type="checkbox"/> Debts are primarily consumer debts, defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose." <input type="checkbox"/> Debts are primarily business debts.											
Filing Fee (Check one box) <input checked="" type="checkbox"/> Full Filing Fee attached <input type="checkbox"/> Filing Fee to be paid in installments (applicable to individuals only). Must attach signed application for the court's consideration certifying that the debtor is unable to pay fee except in installments. Rule 1006(b). See Official Form 3A. <input type="checkbox"/> Filing Fee waiver requested (applicable to chapter 7 individuals only). Must attach signed application for the court's consideration. See Official Form 3B.			Chapter 11 Debtors Check one box: <input type="checkbox"/> Debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). <input type="checkbox"/> Debtor is not a small business debtor as defined in 11 U.S.C. § 101(51D). Check if: <input type="checkbox"/> Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$2,343,300 (<i>amount subject to adjustment on 4/01/13 and every three years thereafter</i>). Check all applicable boxes: <input type="checkbox"/> A plan is being filed with this petition. <input type="checkbox"/> Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).												
Statistical/Administrative Information <input type="checkbox"/> Debtor estimates that funds will be available for distribution to unsecured creditors. <input checked="" type="checkbox"/> Debtor estimates that, after any exempt property is excluded and administrative expenses paid, there will be no funds available for distribution to unsecured creditors.				THIS SPACE IS FOR COURT USE ONLY											
Estimated Number of Creditors <table style="width: 100%; text-align: center;"> <tr> <td><input checked="" type="checkbox"/> 1-49</td> <td><input type="checkbox"/> 50-99</td> <td><input type="checkbox"/> 100-199</td> <td><input type="checkbox"/> 200-999</td> <td><input type="checkbox"/> 1,000-5,000</td> <td><input type="checkbox"/> 5,001-10,000</td> <td><input type="checkbox"/> 10,001-25,000</td> <td><input type="checkbox"/> 25,001-50,000</td> <td><input type="checkbox"/> 50,001-100,000</td> <td><input type="checkbox"/> OVER 100,000</td> </tr> </table>						<input checked="" type="checkbox"/> 1-49	<input type="checkbox"/> 50-99	<input type="checkbox"/> 100-199	<input type="checkbox"/> 200-999	<input type="checkbox"/> 1,000-5,000	<input type="checkbox"/> 5,001-10,000	<input type="checkbox"/> 10,001-25,000	<input type="checkbox"/> 25,001-50,000	<input type="checkbox"/> 50,001-100,000	<input type="checkbox"/> OVER 100,000
<input checked="" type="checkbox"/> 1-49	<input type="checkbox"/> 50-99	<input type="checkbox"/> 100-199	<input type="checkbox"/> 200-999			<input type="checkbox"/> 1,000-5,000	<input type="checkbox"/> 5,001-10,000	<input type="checkbox"/> 10,001-25,000	<input type="checkbox"/> 25,001-50,000	<input type="checkbox"/> 50,001-100,000	<input type="checkbox"/> OVER 100,000				
Estimated Assets <table style="width: 100%; text-align: center;"> <tr> <td><input type="checkbox"/> \$0 to \$50,000</td> <td><input type="checkbox"/> \$50,001 to \$100,000</td> <td><input checked="" type="checkbox"/> \$100,001 to \$500,000</td> <td><input type="checkbox"/> \$500,001 to \$1 million</td> <td><input type="checkbox"/> \$1,000,001 to \$10 million</td> <td><input type="checkbox"/> \$10,000,001 to \$50 million</td> <td><input type="checkbox"/> \$50,000,001 to \$100 million</td> <td><input type="checkbox"/> \$100,000,001 to \$500 million</td> <td><input type="checkbox"/> \$500,000,001 to \$1 billion</td> <td><input type="checkbox"/> More than \$1 billion</td> </tr> </table>						<input type="checkbox"/> \$0 to \$50,000	<input type="checkbox"/> \$50,001 to \$100,000	<input checked="" type="checkbox"/> \$100,001 to \$500,000	<input type="checkbox"/> \$500,001 to \$1 million	<input type="checkbox"/> \$1,000,001 to \$10 million	<input type="checkbox"/> \$10,000,001 to \$50 million	<input type="checkbox"/> \$50,000,001 to \$100 million	<input type="checkbox"/> \$100,000,001 to \$500 million	<input type="checkbox"/> \$500,000,001 to \$1 billion	<input type="checkbox"/> More than \$1 billion
<input type="checkbox"/> \$0 to \$50,000	<input type="checkbox"/> \$50,001 to \$100,000	<input checked="" type="checkbox"/> \$100,001 to \$500,000	<input type="checkbox"/> \$500,001 to \$1 million	<input type="checkbox"/> \$1,000,001 to \$10 million	<input type="checkbox"/> \$10,000,001 to \$50 million	<input type="checkbox"/> \$50,000,001 to \$100 million	<input type="checkbox"/> \$100,000,001 to \$500 million	<input type="checkbox"/> \$500,000,001 to \$1 billion	<input type="checkbox"/> More than \$1 billion						
Estimated Liabilities <table style="width: 100%; text-align: center;"> <tr> <td><input type="checkbox"/> \$0 to \$50,000</td> <td><input type="checkbox"/> \$50,001 to \$100,000</td> <td><input checked="" type="checkbox"/> \$100,001 to \$500,000</td> <td><input type="checkbox"/> \$500,001 to \$1 million</td> <td><input type="checkbox"/> \$1,000,001 to \$10 million</td> <td><input type="checkbox"/> \$10,000,001 to \$50 million</td> <td><input type="checkbox"/> \$50,000,001 to \$100 million</td> <td><input type="checkbox"/> \$100,000,001 to \$500 million</td> <td><input type="checkbox"/> \$500,000,001 to \$1 billion</td> <td><input type="checkbox"/> More than \$1 billion</td> </tr> </table>				<input type="checkbox"/> \$0 to \$50,000	<input type="checkbox"/> \$50,001 to \$100,000	<input checked="" type="checkbox"/> \$100,001 to \$500,000	<input type="checkbox"/> \$500,001 to \$1 million	<input type="checkbox"/> \$1,000,001 to \$10 million	<input type="checkbox"/> \$10,000,001 to \$50 million	<input type="checkbox"/> \$50,000,001 to \$100 million	<input type="checkbox"/> \$100,000,001 to \$500 million	<input type="checkbox"/> \$500,000,001 to \$1 billion	<input type="checkbox"/> More than \$1 billion		
<input type="checkbox"/> \$0 to \$50,000	<input type="checkbox"/> \$50,001 to \$100,000	<input checked="" type="checkbox"/> \$100,001 to \$500,000	<input type="checkbox"/> \$500,001 to \$1 million	<input type="checkbox"/> \$1,000,001 to \$10 million	<input type="checkbox"/> \$10,000,001 to \$50 million	<input type="checkbox"/> \$50,000,001 to \$100 million	<input type="checkbox"/> \$100,000,001 to \$500 million	<input type="checkbox"/> \$500,000,001 to \$1 billion	<input type="checkbox"/> More than \$1 billion						

Voluntary Petition <i>(This page must be completed and filed in every case)</i>		Name of Debtor(s): Layne, Linton Cecil	
All Prior Bankruptcy Cases Filed Within Last 8 Years (If more than two, attach additional sheet)			
Location Where Filed: - None -	Case Number:	Date Filed:	
Location Where Filed:	Case Number:	Date Filed:	
Pending Bankruptcy Case Filed by any Spouse, Partner, or Affiliate of this Debtor (If more than one, attach additional sheet)			
Name of Debtor: - None -	Case Number:	Date Filed:	
District:	Relationship:	Judge:	
Exhibit A (To be completed if debtor is required to file periodic reports (e.g., forms 10K and 10Q) with the Securities and Exchange Commission pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 and is requesting relief under chapter 11.) <input type="checkbox"/> Exhibit A is attached and made a part of this petition.		Exhibit B (To be completed if debtor is an individual whose debts are primarily consumer debts.) I, the attorney for the petitioner named in the foregoing petition, declare that I have informed the petitioner that [he or she] may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available under each such chapter. I further certify that I delivered to the debtor the notice required by 11 U.S.C. §342(b). <div style="display: flex; justify-content: space-between;"> <div> <input checked="" type="checkbox"/> /s/ Alexander C.J. Adams Signature of Attorney for Debtor(s) Alexander C.J. Adams 082441 </div> <div style="text-align: right;"> December 14, 2010 (Date) </div> </div>	
Exhibit C			
Does the debtor own or have possession of any property that poses or is alleged to pose a threat of imminent and identifiable harm to public health or safety? <input type="checkbox"/> Yes, and Exhibit C is attached and made a part of this petition. <input checked="" type="checkbox"/> No.			
Exhibit D			
(To be completed by every individual debtor. If a joint petition is filed, each spouse must complete and attach a separate Exhibit D.) <input checked="" type="checkbox"/> Exhibit D completed and signed by the debtor is attached and made a part of this petition. If this is a joint petition: <input type="checkbox"/> Exhibit D also completed and signed by the joint debtor is attached and made a part of this petition.			
Information Regarding the Debtor - Venue (Check any applicable box)			
<input checked="" type="checkbox"/> Debtor has been domiciled or has had a residence, principal place of business, or principal assets in this District for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other District. <input type="checkbox"/> There is a bankruptcy case concerning debtor's affiliate, general partner, or partnership pending in this District. <input type="checkbox"/> Debtor is a debtor in a foreign proceeding and has its principal place of business or principal assets in the United States in this District, or has no principal place of business or assets in the United States but is a defendant in an action or proceeding [in a federal or state court] in this District, or the interests of the parties will be served in regard to the relief sought in this District.			
Certification by a Debtor Who Resides as a Tenant of Residential Property (Check all applicable boxes)			
<input type="checkbox"/> Landlord has a judgment against the debtor for possession of debtor's residence. (If box checked, complete the following.) <div style="margin-left: 40px;"> _____ (Name of landlord that obtained judgment) </div> <div style="margin-left: 40px;"> _____ (Address of landlord) </div>			
<input type="checkbox"/> Debtor claims that under applicable nonbankruptcy law, there are circumstances under which the debtor would be permitted to cure the entire monetary default that gave rise to the judgment for possession, after the judgment for possession was entered, and <input type="checkbox"/> Debtor has included in this petition the deposit with the court of any rent that would become due during the 30-day period after the filing of the petition. <input type="checkbox"/> Debtor certifies that he/she has served the Landlord with this certification. (11 U.S.C. § 362(l)).			

Voluntary Petition

(This page must be completed and filed in every case)

Name of Debtor(s):

Layne, Linton Cecil

Signatures

Signature(s) of Debtor(s) (Individual/Joint)

I declare under penalty of perjury that the information provided in this petition is true and correct.

[If petitioner is an individual whose debts are primarily consumer debts and has chosen to file under chapter 7] I am aware that I may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, understand the relief available under each such chapter, and choose to proceed under chapter 7. [If no attorney represents me and no bankruptcy petition preparer signs the petition] I have obtained and read the notice required by 11 U.S.C. §342(b).

I request relief in accordance with the chapter of title 11, United States Code, specified in this petition.

X /s/ Linton Cecil Layne

Signature of Debtor **Linton Cecil Layne**

X

Signature of Joint Debtor

Telephone Number (If not represented by attorney)

December 14, 2010

Date

Signature of Attorney*

X /s/ Alexander C.J. Adams

Signature of Attorney for Debtor(s)

Alexander C.J. Adams 082441

Printed Name of Attorney for Debtor(s)

Law Offices of Alexander C.J. Adams, PC

Firm Name

**14705 SW Millikan Way
Beaverton, OR 97006**

Address

Email: alexz@acjalaw.com

(503) 278-5400 Fax: (503) 588-5410

Telephone Number

December 14, 2010

Date

*In a case in which § 707(b)(4)(D) applies, this signature also constitutes a certification that the attorney has no knowledge after an inquiry that the information in the schedules is incorrect.

Signature of Debtor (Corporation/Partnership)

I declare under penalty of perjury that the information provided in this petition is true and correct, and that I have been authorized to file this petition on behalf of the debtor.

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

X

Signature of Authorized Individual

Printed Name of Authorized Individual

Title of Authorized Individual

Date

Signature of a Foreign Representative

I declare under penalty of perjury that the information provided in this petition is true and correct, that I am the foreign representative of a debtor in a foreign proceeding, and that I am authorized to file this petition.

(Check only one box.)

☐ I request relief in accordance with chapter 15 of title 11, United States Code. Certified copies of the documents required by 11 U.S.C. §1515 are attached.

☐ Pursuant to 11 U.S.C. §1511, I request relief in accordance with the chapter of title 11 specified in this petition. A certified copy of the order granting recognition of the foreign main proceeding is attached.

X

Signature of Foreign Representative

Printed Name of Foreign Representative

Date

Signature of Non-Attorney Bankruptcy Petition Preparer

I declare under penalty of perjury that: (1) I am a bankruptcy petition preparer as defined in 11 U.S.C. § 110; (2) I prepared this document for compensation and have provided the debtor with a copy of this document and the notices and information required under 11 U.S.C. §§ 110(b), 110(h), and 342(b); and, (3) if rules or guidelines have been promulgated pursuant to 11 U.S.C. § 110(h) setting a maximum fee for services chargeable by bankruptcy petition preparers, I have given the debtor notice of the maximum amount before preparing any document for filing for a debtor or accepting any fee from the debtor, as required in that section. Official Form 19 is attached.

Printed Name and title, if any, of Bankruptcy Petition Preparer

Social-Security number (If the bankruptcy petition preparer is not an individual, state the Social Security number of the officer, principal, responsible person or partner of the bankruptcy petition preparer.) (Required by 11 U.S.C. § 110.)

Address

X

Date

Signature of Bankruptcy Petition Preparer or officer, principal, responsible person, or partner whose Social Security number is provided above.

Names and Social-Security numbers of all other individuals who prepared or assisted in preparing this document unless the bankruptcy petition preparer is not an individual:

If more than one person prepared this document, attach additional sheets conforming to the appropriate official form for each person.

A bankruptcy petition preparer's failure to comply with the provisions of title 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both 11 U.S.C. §110; 18 U.S.C. §156.

B 1D (Official Form 1, Exhibit D) (12/09)

**United States Bankruptcy Court
District of Oregon**

In re Linton Cecil Layne

Debtor(s)

Case No.
Chapter

7

**EXHIBIT D - INDIVIDUAL DEBTOR'S STATEMENT OF COMPLIANCE WITH
CREDIT COUNSELING REQUIREMENT**

Warning: You must be able to check truthfully one of the five statements regarding credit counseling listed below. If you cannot do so, you are not eligible to file a bankruptcy case, and the court can dismiss any case you do file. If that happens, you will lose whatever filing fee you paid, and your creditors will be able to resume collection activities against you. If your case is dismissed and you file another bankruptcy case later, you may be required to pay a second filing fee and you may have to take extra steps to stop creditors' collection activities.

Every individual debtor must file this Exhibit D. If a joint petition is filed, each spouse must complete and file a separate Exhibit D. Check one of the five statements below and attach any documents as directed.

☒ 1. Within the 180 days **before the filing of my bankruptcy case**, I received a briefing from a credit counseling agency approved by the United States trustee or bankruptcy administrator that outlined the opportunities for available credit counseling and assisted me in performing a related budget analysis, and I have a certificate from the agency describing the services provided to me. *Attach a copy of the certificate and a copy of any debt repayment plan developed through the agency.*

☐ 2. Within the 180 days **before the filing of my bankruptcy case**, I received a briefing from a credit counseling agency approved by the United States trustee or bankruptcy administrator that outlined the opportunities for available credit counseling and assisted me in performing a related budget analysis, but I do not have a certificate from the agency describing the services provided to me. *You must file a copy of a certificate from the agency describing the services provided to you and a copy of any debt repayment plan developed through the agency no later than 14 days after your bankruptcy case is filed.*

☐ 3. I certify that I requested credit counseling services from an approved agency but was unable to obtain the services during the seven days from the time I made my request, and the following exigent circumstances merit a temporary waiver of the credit counseling requirement so I can file my bankruptcy case now. *[Summarize exigent circumstances here.]* _____

If your certification is satisfactory to the court, you must still obtain the credit counseling briefing within the first 30 days after you file your bankruptcy petition and promptly file a certificate from the agency that provided the counseling, together with a copy of any debt management plan developed through the agency. Failure to fulfill these requirements may result in dismissal of your case. Any extension of the 30-day deadline can be granted only for cause and is limited to a maximum of 15 days. Your case may also be dismissed if the court is not satisfied with your reasons for filing your bankruptcy case without first receiving a credit counseling briefing.

☐ 4. I am not required to receive a credit counseling briefing because of: *[Check the applicable statement.] [Must be accompanied by a motion for determination by the court.]*

☐ Incapacity. (Defined in 11 U.S.C. § 109(h)(4) as impaired by reason of mental illness or mental deficiency so as to be incapable of realizing and making rational decisions with respect to financial responsibilities.);

☐ Disability. (Defined in 11 U.S.C. § 109(h)(4) as physically impaired to the extent of being unable, after reasonable effort, to participate in a credit counseling briefing in person, by telephone, or through the Internet.);

☐ Active military duty in a military combat zone.

☐ 5. The United States trustee or bankruptcy administrator has determined that the credit counseling requirement of 11 U.S.C. § 109(h) does not apply in this district.

I certify under penalty of perjury that the information provided above is true and correct.

Signature of Debtor: /s/ Linton Cecil Layne
Linton Cecil Layne

Date: December 14, 2010

UNITED STATES BANKRUPTCY COURT
DISTRICT OF OREGON

In re
Linton Cecil Layne

) Case No. _____

)

)

EXHIBIT "C-1"

)

Debtor(s)

) [NOTE: Must be FULLY completed by ALL debtors
) and attached to ALL copies of the Petition.]

(NOTE: You must answer ALL questions. Attach additional sheets if necessary. Use of "UNKNOWN" is NOT acceptable!)

1. DESCRIBE ASSETS REQUIRING TRUSTEE'S IMMEDIATE ATTENTION:
NONE

2. Street address and description of principal assets (note property):
**2186 East Main Street
Hillsboro OR 97123-0000**

3. **The BANKRUPTCY DOCUMENT PREPARER DECLARATION below has been completed for any person who helped, for compensation, prepare any of the bankruptcy papers if the debtor does not have an attorney.**

I declare under penalty of perjury that the above information provided in this Exhibit "C-1" is true and correct.

DATE: December 14, 2010 /s/ Linton Cecil Layne
Debtor's Signature Phone # Joint Debtor's Signature

BANKRUPTCY DOCUMENT PREPARER DECLARATION

I, the undersigned, declare under penalty of perjury that (1) neither I, nor anyone else listed herein, collected or received any payment from or on behalf of the debtor for court fees in connection with filing the petition; (2) I have received \$_____ from or on behalf of the debtor within the previous 12 month period; (3) \$_____ is the unpaid fee charged to the debtor; and (4) the following is true and accurate about myself and any other assistants:

Individual Name and Firm (Type or Print): _____

Address (Type or Print): _____

Last 4 digits of Social Security Number of all OTHER individuals who prepared or assisted in the preparation of these bankruptcy documents: _____

Signature: _____ Last 4 digits of Social Security #: _____ Phone #: _____

[NOTE: Penalties up to \$500 per item may be assessed for omission of any required information (11 USC §110; 18 USC §156) and Fed. Bankruptcy Rule 1006 prohibits further payment to any person for services until the court filing fees are paid in full.]

EXHIBIT C-1 (8/8/08)

United States Bankruptcy Court
District of Oregon

In re Linton Cecil Layne

Debtor(s)

Case No.

Chapter

7

DISCLOSURE OF COMPENSATION OF ATTORNEY FOR DEBTOR(S)

1. Pursuant to 11 U.S.C. § 329(a) and Bankruptcy Rule 2016(b), I certify that I am the attorney for the above-named debtor and that compensation paid to me within one year before the filing of the petition in bankruptcy, or agreed to be paid to me, for services rendered or to be rendered on behalf of the debtor(s) in contemplation of or in connection with the bankruptcy case is as follows:

For legal services, I have agreed to accept	\$	<u>900.00</u>
Prior to the filing of this statement I have received	\$	<u>0.00</u>
Balance Due	\$	<u>900.00</u>

2. The source of the compensation paid to me was:

☒ Debtor ☐ Other (specify):

3. The source of compensation to be paid to me is:

☐ Debtor ☒ Other (specify): **Hyatt**

4. ☒ I have not agreed to share the above-disclosed compensation with any other person unless they are members and associates of my law firm.

☐ I have agreed to share the above-disclosed compensation with a person or persons who are not members or associates of my law firm. A copy of the agreement, together with a list of the names of the people sharing in the compensation is attached.

5. In return for the above-disclosed fee, I have agreed to render legal service for all aspects of the bankruptcy case, including:

- Analysis of the debtor's financial situation, and rendering advice to the debtor in determining whether to file a petition in bankruptcy;
- Preparation and filing of any petition, schedules, statement of affairs and plan which may be required;
- Representation of the debtor at the meeting of creditors and confirmation hearing, and any adjourned hearings thereof;
- [Other provisions as needed]

Negotiations with secured creditors to reduce to market value; exemption planning; preparation and filing of reaffirmation agreements and applications as needed; preparation and filing of motions pursuant to 11 USC 522(f)(2)(A) for avoidance of liens on household goods.

6. By agreement with the debtor(s), the above-disclosed fee does not include the following service:

Representation of the debtors in any dischargeability actions, judicial lien avoidances, relief from stay actions or any other adversary proceeding.

CERTIFICATION

I certify that the foregoing is a complete statement of any agreement or arrangement for payment to me for representation of the debtor(s) in this bankruptcy proceeding.

Dated: December 14, 2010

/s/ Alexander C.J. Adams

Alexander C.J. Adams 082441
Law Offices of Alexander C.J. Adams, PC
14705 SW Millikan Way
Beaverton, OR 97006
(503) 278-5400 Fax: (503) 588-5410
alexz@acjalaw.com

UNITED STATES BANKRUPTCY COURT
DISTRICT OF OREGON

In re) Case No. _____ (If Known)
Linton Cecil Layne)
)
) CHAPTER 7 INDIVIDUAL DEBTOR'S*
) STATEMENT OF INTENTION(S)
Debtor(s)) PER 11 U.S.C. §521(a)

***IMPORTANT NOTICES TO DEBTOR(S):**

(1) **SIGN AND FILE this form even if** you show "NONE," **AND**, if creditors are listed, **have the service certificate COMPLETED; AND**
(2) **Failure to perform** the intentions as to property stated below within 30 days after the first date set for the Meeting of Creditors under 11 U.S.C. §341(a) may result in relief for the creditor from the Automatic Stay protecting such property.

PART A - Debts secured by property of the estate. (Part A must be FULLY COMPLETED for **EACH** debt which is secured by property of the estate. Attach additional pages if necessary.)

Property No. 1	
Creditor's Name: BAC Home Loans	Describe Property Securing Debt: Homestead 2186 East Main Street Hillsboro, OR 97123
Property will be (check one): <input type="checkbox"/> SURRENDERED <input checked="" type="checkbox"/> RETAINED	
If retaining the property, I intend to (check at least one): <input type="checkbox"/> Redeem the property <input checked="" type="checkbox"/> Reaffirm the debt <input type="checkbox"/> Other. Explain (for example, avoid lien using 11 USC §522(f)) _____	
Property is (check one): <input checked="" type="checkbox"/> CLAIMED AS EXEMPT <input type="checkbox"/> NOT CLAIMED AS EXEMPT	

PART B - Personal property subject to unexpired leases. (All three columns of Part B must be completed for each unexpired lease. Attach additional pages if necessary.)

Property No. 1	Lessor's Name: -NONE-	Describe Leased Property:	Lease will be assumed pursuant to 11 USC §365(p)(2) <input type="checkbox"/> YES <input type="checkbox"/> NO
----------------	---------------------------------	----------------------------------	---

I DECLARE UNDER PENALTY OF PERJURY THAT THE ABOVE INDICATES INTENTION AS TO ANY PROPERTY OF MY ESTATE SECURING A DEBT AND/OR PERSONAL PROPERTY SUBJECT TO AN UNEXPIRED LEASE.

DATE: December 14, 2010

/s/ Linton Cecil Layne

DEBTOR'S SIGNATURE

JOINT DEBTOR'S SIGNATURE (If applicable)

I/WE, THE UNDERSIGNED, CERTIFY THAT COPIES OF BOTH THIS DOCUMENT AND LOCAL FORM #715 WERE SERVED ON ANY CREDITOR NAMED ABOVE.

DATE: December 14, 2010

/s/ Alexzander C.J. Adams

DEBTOR OR ATTORNEY'S SIGNATURE

082441

OSB# (if attorney)

JOINT DEBTOR'S SIGNATURE (If applicable and no attorney)

Alexzander C.J. Adams 082441 (503) 278-5400

PRINT OR TYPE SIGNER'S NAME & PHONE NO.

14705 SW Millikan Way
Beaverton, OR 97006

SIGNER'S ADDRESS (if attorney)

NON-JUDICIAL REMEDY WHEN CONSUMER DEBTOR FAILS TO TIMELY PERFORM STATED INTENTIONS

Creditors, see Local Form #715 [attached if this document was served on paper] if you wish information on how to obtain NON-JUDICIAL relief from the automatic stay of 11 U.S.C. §362(a) as to your collateral.

QUESTIONS????

Call an attorney with questions about these procedures or the law. However, only call the debtor's attorney if you have questions about the debtor's intent as to your collateral.

**PROCEDURES CREATED BY THE BANKRUPTCY COURT CONCERNING REQUESTS FOR NON-JUDICIAL RELIEF
FROM THE AUTOMATIC STAY AS TO SECURED COLLATERAL IN CHAPTER 7 CASES**

If you are interested in expediting relief from the automatic stay of 11 U.S.C. §362(a) as to property in which you hold a security interest, **YOU MUST FURNISH** the trustee a statement of the balance due and estimated property value. **ALSO ATTACH** a copy of your security agreement and other documents required for perfection (e.g., if the security is an automobile, a copy of the certificate of title showing your security interest). **YOU MUST ALSO ATTACH** a completely filled out (except for signatures) copy of LBF #750.

DO NOT FILE THE REQUEST NOR ANY COPIES THEREOF WITH THE COURT! ALSO, YOU ARE NOT REQUIRED TO FILE THE COMPLETED LBF #750 WITH THE COURT TO MAKE THIS RELIEF EFFECTIVE!

Under §522(f) of the Bankruptcy Code the debtor may request a judicial lien or a non-possessory, non purchase-money security interest on certain exempt property be voided to the extent the exemption is impaired by the lien or security interest. Under §722 the debtor may request the court determine the value of certain personal property and permit the debtor to redeem the property from any lien against it by paying that value to the lien holder. Because of these two sections, the consent of both the trustee and debtor is required to permit a repossession or foreclosure without court order.

IF YOUR REQUEST TO RECEIVE NON-JUDICIAL RELIEF FROM STAY WILL BE MADE AT THE MEETING OF CREDITORS (OR IS SERVED WITHIN 15 DAYS PRIOR TO SUCH MEETING and therefore will be considered at the meeting), it must be in writing and contain all the information required in paragraph one. Copies of all documents must be submitted to the debtor and any debtor's attorney prior to that meeting.

IF YOU WISH TO RECEIVE NON-JUDICIAL RELIEF FROM STAY PRIOR TO THE MEETING OF CREDITORS, OR IF YOUR REQUEST IS MADE AFTER THE MEETING OF CREDITORS, IT MUST BE IN WRITING and contain all the information required in paragraph one. If the request includes a signed debtor stipulation, nothing further is required and the trustee may immediately process the request. However if the request does not include a signed debtor stipulation, then it MUST BOTH: (1) certify copies of all documents were simultaneously served on (e.g., mailed to) the debtor and any debtor's attorney, AND (2) clearly set out the following notice:

"By way of this letter the debtor is informed that the trustee may grant non-judicial relief from the automatic stay as to the property UNLESS THE TRUSTEE IS NOTIFIED IN WRITING WITHIN 15 DAYS AFTER THE SERVICE OF THIS REQUEST THAT THE DEBTOR OBJECTS TO SUCH RELIEF. Such relief shall constitute a termination of the stay provided by 11 U.S.C. §362(a) and will permit this creditor to foreclose his lien or security interest by repossession or as otherwise provided by law."

Objections to non-judicial relief from the automatic stay, unless made at the meeting of creditors, must be in writing, with a copy simultaneously served on the debtor, requesting creditor, trustee, and their respective attorneys of record. The objection must be post-marked by the 15th day after the request was served, and received by the trustee within 20 days, or the trustee may grant the request.

If the trustee receives a timely objection from the debtor, the trustee shall not grant non-judicial relief or consider repetitive requests by the same creditor unless the debtor withdraws such objection in writing.

The trustee will grant non-judicial relief from the automatic stay if the above requirements are met, the debtor either does not timely object or stipulates in writing to such relief, and there appears to be no equity in the property for the benefit of creditors.

Signing of LBF #750 by the trustee, granting non-judicial relief, shall constitute a termination of the stay of an act against such property under 11 U.S.C. §362(a). The trustee, however, shall not be deemed to have abandoned his/her interest in the property, nor have waived any other rights as to the property. Any non-exempt equity in the property remaining after disposition shall be immediately returned to the trustee.

If either the trustee or debtor(s) will not agree to such relief for any reason, you must file a motion for relief from stay under §362(d). Instructions and forms may be obtained from the Clerk's office.

IMPORTANT. All requests to the trustee MUST be accompanied by a self-addressed and stamped envelope, or the trustee need not respond.

*****SEE REVERSE/ATTACHED*****

B6 Summary (Official Form 6 - Summary) (12/07)

United States Bankruptcy Court District of Oregon

In re Linton Cecil Layne,
Debtor

Case No. _____

Chapter 7

SUMMARY OF SCHEDULES

Indicate as to each schedule whether that schedule is attached and state the number of pages in each. Report the totals from Schedules A, B, D, E, F, I, and J in the boxes provided. Add the amounts from Schedules A and B to determine the total amount of the debtor's assets. Add the amounts of all claims from Schedules D, E, and F to determine the total amount of the debtor's liabilities. Individual debtors must also complete the "Statistical Summary of Certain Liabilities and Related Data" if they file a case under chapter 7, 11, or 13.

NAME OF SCHEDULE	ATTACHED (YES/NO)	NO. OF SHEETS	ASSETS	LIABILITIES	OTHER
A - Real Property	Yes	1	131,500.00		
B - Personal Property	Yes	3	22,872.52		
C - Property Claimed as Exempt	Yes	1			
D - Creditors Holding Secured Claims	Yes	1		176,919.00	
E - Creditors Holding Unsecured Priority Claims (Total of Claims on Schedule E)	Yes	2		2,311.00	
F - Creditors Holding Unsecured Nonpriority Claims	Yes	2		29,987.00	
G - Executory Contracts and Unexpired Leases	Yes	1			
H - Codebtors	Yes	1			
I - Current Income of Individual Debtor(s)	Yes	1			1,503.94
J - Current Expenditures of Individual Debtor(s)	Yes	2			1,128.16
Total Number of Sheets of ALL Schedules		15			
Total Assets			154,372.52		
Total Liabilities				209,217.00	

**United States Bankruptcy Court
District of Oregon**

In re **Linton Cecil Layne**,
Debtor

Case No. _____

Chapter **7**

STATISTICAL SUMMARY OF CERTAIN LIABILITIES AND RELATED DATA (28 U.S.C. § 159)

If you are an individual debtor whose debts are primarily consumer debts, as defined in § 101(8) of the Bankruptcy Code (11 U.S.C. § 101(8)), filing a case under chapter 7, 11 or 13, you must report all information requested below.

☐ Check this box if you are an individual debtor whose debts are NOT primarily consumer debts. You are not required to report any information here.

This information is for statistical purposes only under 28 U.S.C. § 159.

Summarize the following types of liabilities, as reported in the Schedules, and total them.

Type of Liability	Amount
Domestic Support Obligations (from Schedule E)	0.00
Taxes and Certain Other Debts Owed to Governmental Units (from Schedule E)	2,311.00
Claims for Death or Personal Injury While Debtor Was Intoxicated (from Schedule E) (whether disputed or undisputed)	0.00
Student Loan Obligations (from Schedule F)	0.00
Domestic Support, Separation Agreement, and Divorce Decree Obligations Not Reported on Schedule E	0.00
Obligations to Pension or Profit-Sharing, and Other Similar Obligations (from Schedule F)	0.00
TOTAL	2,311.00

State the following:

Average Income (from Schedule I, Line 16)	1,503.94
Average Expenses (from Schedule J, Line 18)	1,128.16
Current Monthly Income (from Form 22A Line 12; OR, Form 22B Line 11; OR, Form 22C Line 20)	3,062.00

State the following:

1. Total from Schedule D, "UNSECURED PORTION, IF ANY" column		45,419.00
2. Total from Schedule E, "AMOUNT ENTITLED TO PRIORITY" column	2,311.00	
3. Total from Schedule E, "AMOUNT NOT ENTITLED TO PRIORITY, IF ANY" column		0.00
4. Total from Schedule F		29,987.00
5. Total of non-priority unsecured debt (sum of 1, 3, and 4)		75,406.00

B6A (Official Form 6A) (12/07)

In re **Linton Cecil Layne**

Case No. _____

Debtor

SCHEDULE A - REAL PROPERTY

Except as directed below, list all real property in which the debtor has any legal, equitable, or future interest, including all property owned as a cotenant, community property, or in which the debtor has a life estate. Include any property in which the debtor holds rights and powers exercisable for the debtor's own benefit. If the debtor is married, state whether husband, wife, both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor holds no interest in real property, write "None" under "Description and Location of Property."

Do not include interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.

If an entity claims to have a lien or hold a secured interest in any property, state the amount of the secured claim. See Schedule D. If no entity claims to hold a secured interest in the property, write "None" in the column labeled "Amount of Secured Claim." If the debtor is an individual or if a joint petition is filed, state the amount of any exemption claimed in the property only in Schedule C - Property Claimed as Exempt.

Description and Location of Property	Nature of Debtor's Interest in Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption	Amount of Secured Claim
Homestead 2186 East Main Street Hillsboro, OR 97123		-	131,500.00	176,919.00

Sub-Total > **131,500.00** (Total of this page)

Total > **131,500.00**

(Report also on Summary of Schedules)

0 continuation sheets attached to the Schedule of Real Property

B6B (Official Form 6B) (12/07)

In re **Linton Cecil Layne**

Case No. _____

Debtor

SCHEDULE B - PERSONAL PROPERTY

Except as directed below, list all personal property of the debtor of whatever kind. If the debtor has no property in one or more of the categories, place an "x" in the appropriate position in the column labeled "None." If additional space is needed in any category, attach a separate sheet properly identified with the case name, case number, and the number of the category. If the debtor is married, state whether husband, wife, both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor is an individual or a joint petition is filed, state the amount of any exemptions claimed only in Schedule C - Property Claimed as Exempt.

Do not list interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.

If the property is being held for the debtor by someone else, state that person's name and address under "Description and Location of Property." If the property is being held for a minor child, simply state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. § 112 and Fed. R. Bankr. P. 1007(m).

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
1. Cash on hand		Cash on hand	-	0.00
2. Checking, savings or other financial accounts, certificates of deposit, or shares in banks, savings and loan, thrift, building and loan, and homestead associations, or credit unions, brokerage houses, or cooperatives.		First Tech savings account	-	5.00
		Wells Fargo checking account	-	49.52
3. Security deposits with public utilities, telephone companies, landlords, and others.	X			
4. Household goods and furnishings, including audio, video, and computer equipment.		Assorted household goods and furnishings	-	2,500.00
5. Books, pictures and other art objects, antiques, stamp, coin, record, tape, compact disc, and other collections or collectibles.		DVDs and Cds	-	300.00
6. Wearing apparel.		Assorted clothing	-	500.00
7. Furs and jewelry.		Necklace	-	350.00
8. Firearms and sports, photographic, and other hobby equipment.	X			
9. Interests in insurance policies. Name insurance company of each policy and itemize surrender or refund value of each.	X			
10. Annuities. Itemize and name each issuer.	X			

Sub-Total > **3,704.52**
(Total of this page)

2 continuation sheets attached to the Schedule of Personal Property

B6B (Official Form 6B) (12/07) - Cont.

In re Linton Cecil Layne Case No. _____
 Debtor

SCHEDULE B - PERSONAL PROPERTY
 (Continuation Sheet)

Type of Property	NON E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
11. Interests in an education IRA as defined in 26 U.S.C. § 530(b)(1) or under a qualified State tuition plan as defined in 26 U.S.C. § 529(b)(1). Give particulars. (File separately the record(s) of any such interest(s). 11 U.S.C. § 521(c).)	X			
12. Interests in IRA, ERISA, Keogh, or other pension or profit sharing plans. Give particulars.		Employer 401(k)	-	19,168.00
13. Stock and interests in incorporated and unincorporated businesses. Itemize.	X			
14. Interests in partnerships or joint ventures. Itemize.	X			
15. Government and corporate bonds and other negotiable and nonnegotiable instruments.	X			
16. Accounts receivable.	X			
17. Alimony, maintenance, support, and property settlements to which the debtor is or may be entitled. Give particulars.	X			
18. Other liquidated debts owed to debtor including tax refunds. Give particulars.	X			
19. Equitable or future interests, life estates, and rights or powers exercisable for the benefit of the debtor other than those listed in Schedule A - Real Property.	X			
20. Contingent and noncontingent interests in estate of a decedent, death benefit plan, life insurance policy, or trust.	X			
21. Other contingent and unliquidated claims of every nature, including tax refunds, counterclaims of the debtor, and rights to setoff claims. Give estimated value of each.	X			

Sub-Total > **19,168.00**
 (Total of this page)

Sheet 1 of 2 continuation sheets attached
 to the Schedule of Personal Property

B6B (Official Form 6B) (12/07) - Cont.

In re Linton Cecil Layne Case No. _____
 Debtor

SCHEDULE B - PERSONAL PROPERTY
 (Continuation Sheet)

Type of Property	NON E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
22. Patents, copyrights, and other intellectual property. Give particulars.	X			
23. Licenses, franchises, and other general intangibles. Give particulars.	X			
24. Customer lists or other compilations containing personally identifiable information (as defined in 11 U.S.C. § 101(41A)) provided to the debtor by individuals in connection with obtaining a product or service from the debtor primarily for personal, family, or household purposes.	X			
25. Automobiles, trucks, trailers, and other vehicles and accessories.	X			
26. Boats, motors, and accessories.	X			
27. Aircraft and accessories.	X			
28. Office equipment, furnishings, and supplies.	X			
29. Machinery, fixtures, equipment, and supplies used in business.	X			
30. Inventory.	X			
31. Animals.	X			
32. Crops - growing or harvested. Give particulars.	X			
33. Farming equipment and implements.	X			
34. Farm supplies, chemicals, and feed.	X			
35. Other personal property of any kind not already listed. Itemize.	X			

Sub-Total > **0.00**
 (Total of this page)
 Total > **22,872.52**
 (Report also on Summary of Schedules)

Sheet 2 of 2 continuation sheets attached to the Schedule of Personal Property

B6C (Official Form 6C) (4/10)

In re Linton Cecil Layne Case No. _____
 Debtor

SCHEDULE C - PROPERTY CLAIMED AS EXEMPT

Debtor claims the exemptions to which debtor is entitled under:

(Check one box)

☐ 11 U.S.C. §522(b)(2)

☒ 11 U.S.C. §522(b)(3)

☐ Check if debtor claims a homestead exemption that exceeds
 \$146,450. (Amount subject to adjustment on 4/1/13, and every three years thereafter
 with respect to cases commenced on or after the date of adjustment.)

Description of Property	Specify Law Providing Each Exemption	Value of Claimed Exemption	Current Value of Property Without Deducting Exemption
<u>Real Property</u>			
Homestead 2186 East Main Street Hillsboro, OR 97123	ORS §§ 18.395, 18.402	0.00	131,500.00
<u>Cash on Hand</u>			
Cash on hand	ORS § 18.345(1)(o)	50.00	0.00
<u>Checking, Savings, or Other Financial Accounts, Certificates of Deposit</u>			
First Tech savings account	ORS § 18.345(1)(o)	5.00	5.00
Wells Fargo checking account	ORS § 18.345(1)(o)	345.00	49.52
<u>Household Goods and Furnishings</u>			
Assorted household goods and furnishings	ORS § 18.345(1)(f)	3,000.00	2,500.00
<u>Books, Pictures and Other Art Objects; Collectibles</u>			
DVDs and Cds	ORS § 18.345(1)(a)	400.00	300.00
<u>Wearing Apparel</u>			
Assorted clothing	ORS § 18.345(1)(b)	500.00	500.00
<u>Furs and Jewelry</u>			
Necklace	ORS § 18.345(1)(b)	350.00	350.00
<u>Interests in IRA, ERISA, Keogh, or Other Pension or Profit Sharing Plans</u>			
Employer 401(k)	ORS § 18.358	19,168.00	19,168.00

Total: **23,818.00** **154,372.52**

0 continuation sheets attached to Schedule of Property Claimed as Exempt

B6D (Official Form 6D) (12/07)

In re Linton Cecil Layne, Case No. _____
 Debtor

SCHEDULE D - CREDITORS HOLDING SECURED CLAIMS

State the name, mailing address, including zip code, and last four digits of any account number of all entities holding claims secured by property of the debtor as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. List creditors holding all types of secured interests such as judgment liens, garnishments, statutory liens, mortgages, deeds of trust, and other security interests.

List creditors in alphabetical order to the extent practicable. If a minor child is a creditor, the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m). If all secured creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor", include the entity on the appropriate schedule of creditors, and complete Schedule H - Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H", "W", "J", or "C" in the column labeled "Husband, Wife, Joint, or Community".

If the claim is contingent, place an "X" in the column labeled "Contingent". If the claim is unliquidated, place an "X" in the column labeled "Unliquidated". If the claim is disputed, place an "X" in the column labeled "Disputed". (You may need to place an "X" in more than one of these three columns.)

Total the columns labeled "Amount of Claim Without Deducting Value of Collateral" and "Unsecured Portion, if Any" in the boxes labeled "Total(s)" on the last sheet of the completed schedule. Report the total from the column labeled "Amount of Claim" also on the Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report the total from the column labeled "Unsecured Portion" on the Statistical Summary of Certain Liabilities and Related Data.

☐ Check this box if debtor has no creditors holding secured claims to report on this Schedule D.

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B T O R	H U S B A N D W I F E J O I N T C O M M U N I T Y	DATE CLAIM WAS INCURRED, NATURE OF LIEN, AND DESCRIPTION AND VALUE OF PROPERTY SUBJECT TO LIEN	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM WITHOUT DEDUCTING VALUE OF COLLATERAL	UNSECURED PORTION, IF ANY
Account No.			1999					
BAC Home Loans	X		fee simple					
			Homestead					
			2186 East Main Street					
			Hillsboro, OR 97123					
			Value \$ 131,500.00				140,800.00	9,300.00
Account No. xxxxxx5664			Second Mortgage					
GMAC Mortgage	X		Homestead					
PO Box 4622			2186 East Main Street					
Waterloo, IA 50704			Hillsboro, OR 97123					
			Value \$ 131,500.00				36,119.00	36,119.00
Account No.								
			Value \$					
Account No.								
			Value \$					
Subtotal (Total of this page)							176,919.00	45,419.00
Total (Report on Summary of Schedules)							176,919.00	45,419.00

0 continuation sheets attached

In re **Linton Cecil Layne**

Case No. _____

Debtor

SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS

A complete list of claims entitled to priority, listed separately by type of priority, is to be set forth on the sheets provided. Only holders of unsecured claims entitled to priority should be listed in this schedule. In the boxes provided on the attached sheets, state the name, mailing address, including zip code, and last four digits of the account number, if any, of all entities holding priority claims against the debtor or the property of the debtor, as of the date of the filing of the petition. Use a separate continuation sheet for each type of priority and label each with the type of priority.

The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. If a minor child is a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. § 112 and Fed. R. Bankr. P. 1007(m).

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H-Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of claims listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all claims listed on this Schedule E in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules.

Report the total of amounts entitled to priority listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all amounts entitled to priority listed on this Schedule E in the box labeled "Totals" on the last sheet of the completed schedule. Individual debtors with primarily consumer debts report this total also on the Statistical Summary of Certain Liabilities and Related Data.

Report the total of amounts not entitled to priority listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all amounts not entitled to priority listed on this Schedule E in the box labeled "Totals" on the last sheet of the completed schedule. Individual debtors with primarily consumer debts report this total also on the Statistical Summary of Certain Liabilities and Related Data.

☐ Check this box if debtor has no creditors holding unsecured priority claims to report on this Schedule E.

TYPES OF PRIORITY CLAIMS (Check the appropriate box(es) below if claims in that category are listed on the attached sheets)

☐ Domestic support obligations

Claims for domestic support that are owed to or recoverable by a spouse, former spouse, or child of the debtor, or the parent, legal guardian, or responsible relative of such a child, or a governmental unit to whom such a domestic support claim has been assigned to the extent provided in 11 U.S.C. § 507(a)(1).

☐ Extensions of credit in an involuntary case

Claims arising in the ordinary course of the debtor's business or financial affairs after the commencement of the case but before the earlier of the appointment of a trustee or the order for relief. 11 U.S.C. § 507(a)(3).

☐ Wages, salaries, and commissions

Wages, salaries, and commissions, including vacation, severance, and sick leave pay owing to employees and commissions owing to qualifying independent sales representatives up to \$11,725* per person earned within 180 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(4).

☐ Contributions to employee benefit plans

Money owed to employee benefit plans for services rendered within 180 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(5).

☐ Certain farmers and fishermen

Claims of certain farmers and fishermen, up to \$5,775* per farmer or fisherman, against the debtor, as provided in 11 U.S.C. § 507(a)(6).

☐ Deposits by individuals

Claims of individuals up to \$2,600* for deposits for the purchase, lease, or rental of property or services for personal, family, or household use, that were not delivered or provided. 11 U.S.C. § 507(a)(7).

☒ Taxes and certain other debts owed to governmental units

Taxes, customs duties, and penalties owing to federal, state, and local governmental units as set forth in 11 U.S.C. § 507(a)(8).

☐ Commitments to maintain the capital of an insured depository institution

Claims based on commitments to the FDIC, RTC, Director of the Office of Thrift Supervision, Comptroller of the Currency, or Board of Governors of the Federal Reserve System, or their predecessors or successors, to maintain the capital of an insured depository institution. 11 U.S.C. § 507(a)(9).

☐ Claims for death or personal injury while debtor was intoxicated

Claims for death or personal injury resulting from the operation of a motor vehicle or vessel while the debtor was intoxicated from using alcohol, a drug, or another substance. 11 U.S.C. § 507(a)(10).

* Amount subject to adjustment on 4/01/13, and every three years thereafter with respect to cases commenced on or after the date of adjustment.

B6E (Official Form 6E) (4/10) - Cont.

In re Linton Cecil Layne,
 Debtor

Case No. _____

SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS
 (Continuation Sheet)

**Taxes and Certain Other Debts
 Owed to Governmental Units**

TYPE OF PRIORITY

CREDITOR'S NAME, AND MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions.)	C O D E B O R R	H U S B A N D , W I F E , J O I N T , O R C O M M U N I T Y	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM	AMOUNT NOT ENTITLED TO PRIORITY, IF ANY
								AMOUNT ENTITLED TO PRIORITY
Account No. Internal Revenue Service PO Box 21126 Philadelphia, PA 19114	-		2007 Tax debt				2,311.00	0.00 2,311.00
Account No. Oregon Department of Revenue 955 Center Street NE Salem, OR 97301-2553	-		Precautionary notice				0.00	0.00 0.00
Account No. 								
Account No. 								
Account No. 								
Subtotal (Total of this page)							2,311.00	0.00 2,311.00
Total (Report on Summary of Schedules)							2,311.00	0.00 2,311.00

Sheet 1 of 1 continuation sheets attached to
 Schedule of Creditors Holding Unsecured Priority Claims

B6F (Official Form 6F) (12/07)

In re Linton Cecil Layne, Case No. _____
Debtor

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

State the name, mailing address, including zip code, and last four digits of any account number, of all entities holding unsecured claims without priority against the debtor or the property of the debtor, as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. If a minor child is a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m). Do not include claims listed in Schedules D and E. If all creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H - Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community."

If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of all claims listed on this schedule in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report this total also on the Statistical Summary of Certain Liabilities and Related Data.

☐ Check this box if debtor has no creditors holding unsecured claims to report on this Schedule F.

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B T O R	H U S B A N D W I F E J O I N T O R	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
Account No. xxxx-xxxx-xxxx-1007 American Express PO Box 6618 Omaha, NE 68105-0618		-	Credit Card				5,895.00
Account No. xx6951 Atlas Financial Services PO Box 1180 Vancouver, WA 98666-1180		-	Garnishment				2,672.00
Account No. xxxxx85SC Columbia Collection Service 12400 SE Freeman Way Ste 202 PO Box 22709 Portland, OR 97222		-	Small claims judgment				700.00
Account No. xxxx-xxxx-xxxx-8941 Discover Financial Services POB 30943 Salt Lake City, UT 84130-0943		-	Credit Card				8,140.00
Subtotal (Total of this page)							17,407.00

1 continuation sheets attached

B6F (Official Form 6F) (12/07) - Cont.

In re Linton Cecil Layne, Debtor Case No. _____

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B O R	H U S B A N D W I F E J O I N T O R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
			DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.				
Account No. xxxx-xxxx-xxxx-1248 First Tech Credit Union PO Box 2780 Portland, OR 97208-2780		-	Credit Card				2,851.00
Account No. xxxx-xxxx-xxxx-1898 HSBC Card Services PO Box 60102 City of Industry, CA 91716-0102		-	Credit Card				605.00
Account No. Internal Revenue Service PO Box 21126 Philadelphia, PA 19114		-	2006 tax debt				9,124.00
Account No. Oregon Department of Revenue 955 Center Street NE Salem, OR 97301-2553		-	Precautionary - Non priority tax debt				Unknown
Account No. 							
Sheet no. <u>1</u> of <u>1</u> sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims							Subtotal (Total of this page) 12,580.00
(Report on Summary of Schedules)							Total 29,987.00

B6G (Official Form 6G) (12/07)

In re Linton Cecil Layne Case No. _____
Debtor

SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES

Describe all executory contracts of any nature and all unexpired leases of real or personal property. Include any timeshare interests. State nature of debtor's interest in contract, i.e., "Purchaser", "Agent", etc. State whether debtor is the lessor or lessee of a lease. Provide the names and complete mailing addresses of all other parties to each lease or contract described. If a minor child is a party to one of the leases or contracts, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

☒ Check this box if debtor has no executory contracts or unexpired leases.

Name and Mailing Address, Including Zip Code, of Other Parties to Lease or Contract	Description of Contract or Lease and Nature of Debtor's Interest. State whether lease is for nonresidential real property. State contract number of any government contract.
--	--

B6H (Official Form 6H) (12/07)

In re Linton Cecil Layne Case No. _____
Debtor

SCHEDULE H - CODEBTORS

Provide the information requested concerning any person or entity, other than a spouse in a joint case, that is also liable on any debts listed by debtor in the schedules of creditors. Include all guarantors and co-signers. If the debtor resides or resided in a community property state, commonwealth, or territory (including Alaska, Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington, or Wisconsin) within the eight year period immediately preceding the commencement of the case, identify the name of the debtor's spouse and of any former spouse who resides or resided with the debtor in the community property state, commonwealth, or territory. Include all names used by the nondebtor spouse during the eight years immediately preceding the commencement of this case. If a minor child is a codebtor or a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

☐ Check this box if debtor has no codebtors.

NAME AND ADDRESS OF CODEBTOR	NAME AND ADDRESS OF CREDITOR
Nancy Kay Layne 2186 E. Main St Hillsboro, OR 97123	BAC Home Loans
Nancy Kay Layne 2186 E. Main St. Hillsboro, OR 97123	GMAC Mortgage PO Box 4622 Waterloo, IA 50704

B6I (Official Form 6I) (12/07)

In re **Linton Cecil Layne**

Case No. _____

Debtor(s)

SCHEDULE I - CURRENT INCOME OF INDIVIDUAL DEBTOR(S)

The column labeled "Spouse" must be completed in all cases filed by joint debtors and by every married debtor, whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed. Do not state the name of any minor child. The average monthly income calculated on this form may differ from the current monthly income calculated on Form 22A, 22B, or 22C.

Debtor's Marital Status: Separated	DEPENDENTS OF DEBTOR AND SPOUSE	
	RELATIONSHIP(S): None.	AGE(S):
Employment:	DEBTOR	SPOUSE
Occupation	materials handler	
Name of Employer	Nike Inc	
How long employed	10 years	
Address of Employer	One Bowerman Drive Beaverton, OR 97005-6453	

INCOME: (Estimate of average or projected monthly income at time case filed)

1. Monthly gross wages, salary, and commissions (Prorate if not paid monthly)
2. Estimate monthly overtime

DEBTOR	SPOUSE
\$ 3,126.16	\$ N/A
\$ 0.00	\$ N/A

3. SUBTOTAL

\$ 3,126.16	\$ N/A
--------------------	---------------

4. LESS PAYROLL DEDUCTIONS

- a. Payroll taxes and social security
b. Insurance
c. Union dues
d. Other (Specify): **401(k)**

\$ 454.82	\$ N/A
\$ 969.46	\$ N/A
\$ 0.00	\$ N/A
\$ 197.94	\$ N/A
\$ 0.00	\$ N/A

5. SUBTOTAL OF PAYROLL DEDUCTIONS

\$ 1,622.22	\$ N/A
--------------------	---------------

6. TOTAL NET MONTHLY TAKE HOME PAY

\$ 1,503.94	\$ N/A
--------------------	---------------

7. Regular income from operation of business or profession or farm (Attach detailed statement)
8. Income from real property
9. Interest and dividends
10. Alimony, maintenance or support payments payable to the debtor for the debtor's use or that of dependents listed above
11. Social security or government assistance (Specify):
12. Pension or retirement income
13. Other monthly income (Specify):

\$ 0.00	\$ N/A
\$ 0.00	\$ N/A
\$ 0.00	\$ N/A
\$ 0.00	\$ N/A
\$ 0.00	\$ N/A
\$ 0.00	\$ N/A
\$ 0.00	\$ N/A
\$ 0.00	\$ N/A
\$ 0.00	\$ N/A

14. SUBTOTAL OF LINES 7 THROUGH 13

\$ 0.00	\$ N/A
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15. AVERAGE MONTHLY INCOME (Add amounts shown on lines 6 and 14)

\$ 1,503.94	\$ N/A
--------------------	---------------

16. COMBINED AVERAGE MONTHLY INCOME: (Combine column totals from line 15)

\$ 1,503.94	
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(Report also on Summary of Schedules and, if applicable, on Statistical Summary of Certain Liabilities and Related Data)

17. Describe any increase or decrease in income reasonably anticipated to occur within the year following the filing of this document:

In re Linton Cecil Layne

Debtor(s)

Case No.

SCHEDULE J - CURRENT EXPENDITURES OF INDIVIDUAL DEBTOR(S)

Complete this schedule by estimating the average or projected monthly expenses of the debtor and the debtor's family at time case filed. Prorate any payments made bi-weekly, quarterly, semi-annually, or annually to show monthly rate. The average monthly expenses calculated on this form may differ from the deductions from income allowed on Form 22A or 22C.

☐ Check this box if a joint petition is filed and debtor's spouse maintains a separate household. Complete a separate schedule of expenditures labeled "Spouse."

- | | | | | |
|--|-----------|--------------------|----------|---------------|
| 1. Rent or home mortgage payment (include lot rented for mobile home) | Yes _____ | No <u>X</u> | \$ _____ | 0.00 |
| a. Are real estate taxes included? | Yes _____ | No <u>X</u> | | |
| b. Is property insurance included? | Yes _____ | No <u>X</u> | | |
| 2. Utilities: | | | \$ _____ | 70.00 |
| a. Electricity and heating fuel | | | \$ _____ | 43.00 |
| b. Water and sewer | | | \$ _____ | 67.00 |
| c. Telephone | | | \$ _____ | 60.00 |
| d. Other <u>Cable/Internet</u> | | | \$ _____ | |
| 3. Home maintenance (repairs and upkeep) | | | \$ _____ | 50.00 |
| 4. Food | | | \$ _____ | 120.00 |
| 5. Clothing | | | \$ _____ | 25.00 |
| 6. Laundry and dry cleaning | | | \$ _____ | 50.00 |
| 7. Medical and dental expenses | | | \$ _____ | 50.00 |
| 8. Transportation (not including car payments) | | | \$ _____ | 30.00 |
| 9. Recreation, clubs and entertainment, newspapers, magazines, etc. | | | \$ _____ | 30.00 |
| 10. Charitable contributions | | | \$ _____ | 0.00 |
| 11. Insurance (not deducted from wages or included in home mortgage payments) | | | | |
| a. Homeowner's or renter's | | | \$ _____ | 0.00 |
| b. Life | | | \$ _____ | 0.00 |
| c. Health | | | \$ _____ | 0.00 |
| d. Auto | | | \$ _____ | 0.00 |
| e. Other <u>See Detailed Expense Attachment</u> | | | \$ _____ | 98.42 |
| 12. Taxes (not deducted from wages or included in home mortgage payments) | | | | |
| (Specify) <u>See Detailed Expense Attachment</u> | | | \$ _____ | 434.74 |
| 13. Installment payments: (In chapter 11, 12, and 13 cases, do not list payments to be included in the plan) | | | | |
| a. Auto | | | \$ _____ | 0.00 |
| b. Other _____ | | | \$ _____ | 0.00 |
| c. Other _____ | | | \$ _____ | 0.00 |
| 14. Alimony, maintenance, and support paid to others | | | \$ _____ | 0.00 |
| 15. Payments for support of additional dependents not living at your home | | | \$ _____ | 0.00 |
| 16. Regular expenses from operation of business, profession, or farm (attach detailed statement) | | | \$ _____ | 0.00 |
| 17. Other _____ | | | \$ _____ | 0.00 |
| Other _____ | | | \$ _____ | 0.00 |

18. AVERAGE MONTHLY EXPENSES (Total lines 1-17. Report also on Summary of Schedules and, if applicable, on the Statistical Summary of Certain Liabilities and Related Data.)

19. Describe any increase or decrease in expenditures reasonably anticipated to occur within the year following the filing of this document:

20. STATEMENT OF MONTHLY NET INCOME

- | | | | |
|----|---|----|-----------------|
| a. | Average monthly income from Line 15 of Schedule I | \$ | <u>1,503.94</u> |
| b. | Average monthly expenses from Line 18 above | \$ | <u>1,128.16</u> |
| c. | Monthly net income (a. minus b.) | \$ | <u>375.78</u> |

B6J (Official Form 6J) (12/07)

In re Linton Cecil Layne

Case No. _____

Debtor(s)

SCHEDULE J - CURRENT EXPENDITURES OF INDIVIDUAL DEBTOR(S)
Detailed Expense Attachment

Other Insurance Expenditures:

Disability, life, legal insurance	\$	30.33
Metpay	\$	68.09
Total Other Insurance Expenditures	\$	98.42

Specific Tax Expenditures:

IRS tax levy	\$	293.90
Property tax	\$	140.84
Total Tax Expenditures	\$	434.74

B6 Declaration (Official Form 6 - Declaration). (12/07)

**United States Bankruptcy Court
District of Oregon**

In re **Linton Cecil Layne**

Debtor(s)

Case No.
Chapter

7

DECLARATION CONCERNING DEBTOR'S SCHEDULES

DECLARATION UNDER PENALTY OF PERJURY BY INDIVIDUAL DEBTOR

I declare under penalty of perjury that I have read the foregoing summary and schedules, consisting of **17** sheets, and that they are true and correct to the best of my knowledge, information, and belief.

Date **December 14, 2010**

Signature **/s/ Linton Cecil Layne**
Linton Cecil Layne
Debtor

Penalty for making a false statement or concealing property: Fine of up to \$500,000 or imprisonment for up to 5 years or both.
18 U.S.C. §§ 152 and 3571.

B7 (Official Form 7) (04/10)

**United States Bankruptcy Court
District of Oregon**

In re **Linton Cecil Layne**

Debtor(s)

Case No.

Chapter

7

STATEMENT OF FINANCIAL AFFAIRS

This statement is to be completed by every debtor. Spouses filing a joint petition may file a single statement on which the information for both spouses is combined. If the case is filed under chapter 12 or chapter 13, a married debtor must furnish information for both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed. An individual debtor engaged in business as a sole proprietor, partner, family farmer, or self-employed professional, should provide the information requested on this statement concerning all such activities as well as the individual's personal affairs. To indicate payments, transfers and the like to minor children, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. § 112; Fed. R. Bankr. P. 1007(m).

Questions 1 - 18 are to be completed by all debtors. Debtors that are or have been in business, as defined below, also must complete Questions 19 - 25. **If the answer to an applicable question is "None," mark the box labeled "None."** If additional space is needed for the answer to any question, use and attach a separate sheet properly identified with the case name, case number (if known), and the number of the question.

DEFINITIONS

"In business." A debtor is "in business" for the purpose of this form if the debtor is a corporation or partnership. An individual debtor is "in business" for the purpose of this form if the debtor is or has been, within six years immediately preceding the filing of this bankruptcy case, any of the following: an officer, director, managing executive, or owner of 5 percent or more of the voting or equity securities of a corporation; a partner, other than a limited partner, of a partnership; a sole proprietor or self-employed full-time or part-time. An individual debtor also may be "in business" for the purpose of this form if the debtor engages in a trade, business, or other activity, other than as an employee, to supplement income from the debtor's primary employment.

"Insider." The term "insider" includes but is not limited to: relatives of the debtor; general partners of the debtor and their relatives; corporations of which the debtor is an officer, director, or person in control; officers, directors, and any owner of 5 percent or more of the voting or equity securities of a corporate debtor and their relatives; affiliates of the debtor and insiders of such affiliates; any managing agent of the debtor. 11 U.S.C. § 101.

1. Income from employment or operation of business

None

☐

State the gross amount of income the debtor has received from employment, trade, or profession, or from operation of the debtor's business, including part-time activities either as an employee or in independent trade or business, from the beginning of this calendar year to the date this case was commenced. State also the gross amounts received during the **two years** immediately preceding this calendar year. (A debtor that maintains, or has maintained, financial records on the basis of a fiscal rather than a calendar year may report fiscal year income. Identify the beginning and ending dates of the debtor's fiscal year.) If a joint petition is filed, state income for each spouse separately. (Married debtors filing under chapter 12 or chapter 13 must state income of both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

AMOUNT	SOURCE
\$35,762.00	2010 YTD: Debtor Employment Income
\$29,461.00	2009: Nike
\$28,667.00	2008: Nike

2. Income other than from employment or operation of business

None

☒

State the amount of income received by the debtor other than from employment, trade, profession, or operation of the debtor's business during the **two years** immediately preceding the commencement of this case. Give particulars. If a joint petition is filed, state income for each spouse separately. (Married debtors filing under chapter 12 or chapter 13 must state income for each spouse whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

AMOUNT	SOURCE
--------	--------

3. Payments to creditors

None

Complete a. or b., as appropriate, and c.

a. *Individual or joint debtor(s) with primarily consumer debts.* List all payments on loans, installment purchases of goods or services, and other debts to any creditor made within **90 days** immediately preceding the commencement of this case unless the aggregate value of all property that constitutes or is affected by such transfer is less than \$600. Indicate with an (*) any payments that were made to a creditor on account of a domestic support obligation or as part of an alternative repayment schedule under a plan by an approved nonprofit budgeting and credit counseling agency. (Married debtors filing under chapter 12 or chapter 13 must include payments by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR	DATES OF PAYMENTS	AMOUNT PAID	AMOUNT STILL OWING
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None

b. *Debtor whose debts are not primarily consumer debts:* List each payment or other transfer to any creditor made within **90 days** immediately preceding the commencement of the case unless the aggregate value of all property that constitutes or is affected by such transfer is less than \$5,850*. If the debtor is an individual, indicate with an asterisk (*) any payments that were made to a creditor on account of a domestic support obligation or as part of an alternative repayment schedule under a plan by an approved nonprofit budgeting and credit counseling agency. (Married debtors filing under chapter 12 or chapter 13 must include payments and other transfers by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR	DATES OF PAYMENTS/ TRANSFERS	AMOUNT PAID OR VALUE OF TRANSFERS	AMOUNT STILL OWING
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None

c. *All debtors:* List all payments made within **one year** immediately preceding the commencement of this case to or for the benefit of creditors who are or were insiders. (Married debtors filing under chapter 12 or chapter 13 must include payments by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR AND RELATIONSHIP TO DEBTOR	DATE OF PAYMENT	AMOUNT PAID	AMOUNT STILL OWING
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4. Suits and administrative proceedings, executions, garnishments and attachments

None

a. List all suits and administrative proceedings to which the debtor is or was a party within **one year** immediately preceding the filing of this bankruptcy case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

CAPTION OF SUIT AND CASE NUMBER	NATURE OF PROCEEDING	COURT OR AGENCY AND LOCATION	STATUS OR DISPOSITION
Atlas Financial Services vs. Linton Layne Case No. C101890SC	Small claims	Circuit Court of Oregon, County of Washington	Unresolved
Columbia Collection Service, Inc. vs. Linton C. Layne Case No. C102685SC	Small claims	Circuit Court of Oregon, County of Washington	Unresolved
Discover Bank v. Linton C. Layne Case No. C094241CV	Debt owed	Circuit Court of Oregon, County of Washington	Judgment awarded to plaintiff

None

b. Describe all property that has been attached, garnished or seized under any legal or equitable process within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF PERSON FOR WHOSE BENEFIT PROPERTY WAS SEIZED	DATE OF SEIZURE	DESCRIPTION AND VALUE OF PROPERTY
Internal Revenue Service PO Box 21126 Philadelphia, PA 19114	9/17/2010	Wages, \$293.62 per semi-monthly paycheck; total due: \$11,435.45

* Amount subject to adjustment on 4/01/13, and every three years thereafter with respect to cases commenced on or after the date of adjustment.

5. Repossessions, foreclosures and returns

None ☐ List all property that has been repossessed by a creditor, sold at a foreclosure sale, transferred through a deed in lieu of foreclosure or returned to the seller, within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR OR SELLER	DATE OF REPOSSESSION, FORECLOSURE SALE, TRANSFER OR RETURN	DESCRIPTION AND VALUE OF PROPERTY
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6. Assignments and receiverships

None ☐ a. Describe any assignment of property for the benefit of creditors made within **120 days** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include any assignment by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF ASSIGNEE	DATE OF ASSIGNMENT	TERMS OF ASSIGNMENT OR SETTLEMENT
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None ☐ b. List all property which has been in the hands of a custodian, receiver, or court-appointed official within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CUSTODIAN	NAME AND LOCATION OF COURT CASE TITLE & NUMBER	DATE OF ORDER	DESCRIPTION AND VALUE OF PROPERTY
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7. Gifts

None ☐ List all gifts or charitable contributions made within **one year** immediately preceding the commencement of this case except ordinary and usual gifts to family members aggregating less than \$200 in value per individual family member and charitable contributions aggregating less than \$100 per recipient. (Married debtors filing under chapter 12 or chapter 13 must include gifts or contributions by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF PERSON OR ORGANIZATION	RELATIONSHIP TO DEBTOR, IF ANY	DATE OF GIFT	DESCRIPTION AND VALUE OF GIFT
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8. Losses

None ☐ List all losses from fire, theft, other casualty or gambling within **one year** immediately preceding the commencement of this case **or since the commencement of this case**. (Married debtors filing under chapter 12 or chapter 13 must include losses by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

DESCRIPTION AND VALUE OF PROPERTY	DESCRIPTION OF CIRCUMSTANCES AND, IF LOSS WAS COVERED IN WHOLE OR IN PART BY INSURANCE, GIVE PARTICULARS	DATE OF LOSS
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9. Payments related to debt counseling or bankruptcy

None ☐ List all payments made or property transferred by or on behalf of the debtor to any persons, including attorneys, for consultation concerning debt consolidation, relief under the bankruptcy law or preparation of the petition in bankruptcy within **one year** immediately preceding the commencement of this case.

NAME AND ADDRESS OF PAYEE	DATE OF PAYMENT, NAME OF PAYOR IF OTHER THAN DEBTOR	AMOUNT OF MONEY OR DESCRIPTION AND VALUE OF PROPERTY
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10. Other transfers

- None ☒ a. List all other property, other than property transferred in the ordinary course of the business or financial affairs of the debtor, transferred either absolutely or as security within **two years** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include transfers by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF TRANSFEREE, RELATIONSHIP TO DEBTOR	DATE	DESCRIBE PROPERTY TRANSFERRED AND VALUE RECEIVED
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- None ☒ b. List all property transferred by the debtor within **ten years** immediately preceding the commencement of this case to a self-settled trust or similar device of which the debtor is a beneficiary.

NAME OF TRUST OR OTHER DEVICE	DATE(S) OF TRANSFER(S)	AMOUNT OF MONEY OR DESCRIPTION AND VALUE OF PROPERTY OR DEBTOR'S INTEREST IN PROPERTY
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11. Closed financial accounts

- None ☐ List all financial accounts and instruments held in the name of the debtor or for the benefit of the debtor which were closed, sold, or otherwise transferred within **one year** immediately preceding the commencement of this case. Include checking, savings, or other financial accounts, certificates of deposit, or other instruments; shares and share accounts held in banks, credit unions, pension funds, cooperatives, associations, brokerage houses and other financial institutions. (Married debtors filing under chapter 12 or chapter 13 must include information concerning accounts or instruments held by or for either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF INSTITUTION	TYPE OF ACCOUNT, LAST FOUR DIGITS OF ACCOUNT NUMBER, AND AMOUNT OF FINAL BALANCE	AMOUNT AND DATE OF SALE OR CLOSING
Wells Fargo	Savings account closed	October 2010 / \$0.01

12. Safe deposit boxes

- None ☒ List each safe deposit or other box or depository in which the debtor has or had securities, cash, or other valuables within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include boxes or depositories of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF BANK OR OTHER DEPOSITORY	NAMES AND ADDRESSES OF THOSE WITH ACCESS TO BOX OR DEPOSITORY	DESCRIPTION OF CONTENTS	DATE OF TRANSFER OR SURRENDER, IF ANY
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13. Setoffs

- None ☒ List all setoffs made by any creditor, including a bank, against a debt or deposit of the debtor within **90 days** preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR	DATE OF SETOFF	AMOUNT OF SETOFF
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14. Property held for another person

- None ☒ List all property owned by another person that the debtor holds or controls.

NAME AND ADDRESS OF OWNER	DESCRIPTION AND VALUE OF PROPERTY	LOCATION OF PROPERTY
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15. Prior address of debtor

None ☐ If the debtor has moved within **three years** immediately preceding the commencement of this case, list all premises which the debtor occupied during that period and vacated prior to the commencement of this case. If a joint petition is filed, report also any separate address of either spouse.

ADDRESS	NAME USED	DATES OF OCCUPANCY
5502 NE Hidden Creek Drive Hillsboro, OR 97124	Linton Cecil Layne	3/07-2/09

16. Spouses and Former Spouses

None ☒ If the debtor resides or resided in a community property state, commonwealth, or territory (including Alaska, Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington, or Wisconsin) within **eight years** immediately preceding the commencement of the case, identify the name of the debtor's spouse and of any former spouse who resides or resided with the debtor in the community property state.

NAME

17. Environmental Information.

For the purpose of this question, the following definitions apply:

"Environmental Law" means any federal, state, or local statute or regulation regulating pollution, contamination, releases of hazardous or toxic substances, wastes or material into the air, land, soil, surface water, groundwater, or other medium, including, but not limited to, statutes or regulations regulating the cleanup of these substances, wastes, or material.

"Site" means any location, facility, or property as defined under any Environmental Law, whether or not presently or formerly owned or operated by the debtor, including, but not limited to, disposal sites.

"Hazardous Material" means anything defined as a hazardous waste, hazardous substance, toxic substance, hazardous material, pollutant, or contaminant or similar term under an Environmental Law

None ☒ a. List the name and address of every site for which the debtor has received notice in writing by a governmental unit that it may be liable or potentially liable under or in violation of an Environmental Law. Indicate the governmental unit, the date of the notice, and, if known, the Environmental Law:

SITE NAME AND ADDRESS	NAME AND ADDRESS OF GOVERNMENTAL UNIT	DATE OF NOTICE	ENVIRONMENTAL LAW
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None ☒ b. List the name and address of every site for which the debtor provided notice to a governmental unit of a release of Hazardous Material. Indicate the governmental unit to which the notice was sent and the date of the notice.

SITE NAME AND ADDRESS	NAME AND ADDRESS OF GOVERNMENTAL UNIT	DATE OF NOTICE	ENVIRONMENTAL LAW
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None ☒ c. List all judicial or administrative proceedings, including settlements or orders, under any Environmental Law with respect to which the debtor is or was a party. Indicate the name and address of the governmental unit that is or was a party to the proceeding, and the docket number.

NAME AND ADDRESS OF GOVERNMENTAL UNIT	DOCKET NUMBER	STATUS OR DISPOSITION
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18 . Nature, location and name of business

None

- ☐ a. *If the debtor is an individual*, list the names, addresses, taxpayer identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was an officer, director, partner, or managing executive of a corporation, partner in a partnership, sole proprietor, or was self-employed in a trade, profession, or other activity either full- or part-time within **six years** immediately preceding the commencement of this case, or in which the debtor owned 5 percent or more of the voting or equity securities within **six years** immediately preceding the commencement of this case.

If the debtor is a partnership, list the names, addresses, taxpayer identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was a partner or owned 5 percent or more of the voting or equity securities, within **six years** immediately preceding the commencement of this case.

If the debtor is a corporation, list the names, addresses, taxpayer identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was a partner or owned 5 percent or more of the voting or equity securities within **six years** immediately preceding the commencement of this case.

NAME	LAST FOUR DIGITS OF SOCIAL-SECURITY OR OTHER INDIVIDUAL TAXPAYER-I.D. NO. (ITIN)/ COMPLETE EIN	ADDRESS	NATURE OF BUSINESS	BEGINNING AND ENDING DATES
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None

- ☐ b. Identify any business listed in response to subdivision a., above, that is "single asset real estate" as defined in 11 U.S.C. § 101.

NAME	ADDRESS
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The following questions are to be completed by every debtor that is a corporation or partnership and by any individual debtor who is or has been, within **six years** immediately preceding the commencement of this case, any of the following: an officer, director, managing executive, or owner of more than 5 percent of the voting or equity securities of a corporation; a partner, other than a limited partner, of a partnership, a sole proprietor, or self-employed in a trade, profession, or other activity, either full- or part-time.

(An individual or joint debtor should complete this portion of the statement **only** if the debtor is or has been in business, as defined above, within six years immediately preceding the commencement of this case. A debtor who has not been in business within those six years should go directly to the signature page.)

19. Books, records and financial statements

None

- ☐ a. List all bookkeepers and accountants who within **two years** immediately preceding the filing of this bankruptcy case kept or supervised the keeping of books of account and records of the debtor.

NAME AND ADDRESS	DATES SERVICES RENDERED
------------------	-------------------------

None

- ☐ b. List all firms or individuals who within the **two years** immediately preceding the filing of this bankruptcy case have audited the books of account and records, or prepared a financial statement of the debtor.

NAME	ADDRESS	DATES SERVICES RENDERED
------	---------	-------------------------

None

- ☐ c. List all firms or individuals who at the time of the commencement of this case were in possession of the books of account and records of the debtor. If any of the books of account and records are not available, explain.

NAME	ADDRESS
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None

- ☐ d. List all financial institutions, creditors and other parties, including mercantile and trade agencies, to whom a financial statement was issued by the debtor within **two years** immediately preceding the commencement of this case.

NAME AND ADDRESS	DATE ISSUED
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20. Inventories

None ☐ a. List the dates of the last two inventories taken of your property, the name of the person who supervised the taking of each inventory, and the dollar amount and basis of each inventory.

DATE OF INVENTORY	INVENTORY SUPERVISOR	DOLLAR AMOUNT OF INVENTORY (Specify cost, market or other basis)
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None ☐ b. List the name and address of the person having possession of the records of each of the two inventories reported in a., above.

DATE OF INVENTORY	NAME AND ADDRESSES OF CUSTODIAN OF INVENTORY RECORDS
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21. Current Partners, Officers, Directors and Shareholders

None ☐ a. If the debtor is a partnership, list the nature and percentage of partnership interest of each member of the partnership.

NAME AND ADDRESS	NATURE OF INTEREST	PERCENTAGE OF INTEREST
------------------	--------------------	------------------------

None ☐ b. If the debtor is a corporation, list all officers and directors of the corporation, and each stockholder who directly or indirectly owns, controls, or holds 5 percent or more of the voting or equity securities of the corporation.

NAME AND ADDRESS	TITLE	NATURE AND PERCENTAGE OF STOCK OWNERSHIP
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22. Former partners, officers, directors and shareholders

None ☐ a. If the debtor is a partnership, list each member who withdrew from the partnership within **one year** immediately preceding the commencement of this case.

NAME	ADDRESS	DATE OF WITHDRAWAL
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None ☐ b. If the debtor is a corporation, list all officers, or directors whose relationship with the corporation terminated within **one year** immediately preceding the commencement of this case.

NAME AND ADDRESS	TITLE	DATE OF TERMINATION
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23. Withdrawals from a partnership or distributions by a corporation

None ☐ If the debtor is a partnership or corporation, list all withdrawals or distributions credited or given to an insider, including compensation in any form, bonuses, loans, stock redemptions, options exercised and any other perquisite during **one year** immediately preceding the commencement of this case.

NAME & ADDRESS OF RECIPIENT, RELATIONSHIP TO DEBTOR	DATE AND PURPOSE OF WITHDRAWAL	AMOUNT OF MONEY OR DESCRIPTION AND VALUE OF PROPERTY
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24. Tax Consolidation Group.

None ☐ If the debtor is a corporation, list the name and federal taxpayer identification number of the parent corporation of any consolidated group for tax purposes of which the debtor has been a member at any time within **six years** immediately preceding the commencement of the case.

NAME OF PARENT CORPORATION	TAXPAYER IDENTIFICATION NUMBER (EIN)
----------------------------	--------------------------------------

25. Pension Funds.

None ☐ If the debtor is not an individual, list the name and federal taxpayer-identification number of any pension fund to which the debtor, as an employer, has been responsible for contributing at any time within **six years** immediately preceding the commencement of the case.

NAME OF PENSION FUND

TAXPAYER IDENTIFICATION NUMBER (EIN)

DECLARATION UNDER PENALTY OF PERJURY BY INDIVIDUAL DEBTOR

I declare under penalty of perjury that I have read the answers contained in the foregoing statement of financial affairs and any attachments thereto and that they are true and correct.

Date **December 14, 2010**

Signature **/s/ Linton Cecil Layne**
Linton Cecil Layne
Debtor

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571

WARNING: Effective December 1, 2009, the 15-day deadline to file schedules and certain other documents under Bankruptcy Rule 1007(c) is shortened to 14 days. For further information, see note at bottom of page 2

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF OREGON**

**NOTICE TO CONSUMER DEBTOR(S) UNDER § 342(b)
OF THE BANKRUPTCY CODE**

In accordance with § 342(b) of the Bankruptcy Code, this notice to individuals with primarily consumer debts: (1) Describes briefly the services available from credit counseling services; (2) Describes briefly the purposes, benefits and costs of the four types of bankruptcy proceedings you may commence; and (3) Informs you about bankruptcy crimes and notifies you that the Attorney General may examine all information you supply in connection with a bankruptcy case.

You are cautioned that bankruptcy law is complicated and not easily described. Thus, you may wish to seek the advice of an attorney to learn of your rights and responsibilities should you decide to file a petition. Court employees cannot give you legal advice.

Notices from the bankruptcy court are sent to the mailing address you list on your bankruptcy petition. In order to ensure that you receive information about events concerning your case, Bankruptcy Rule 4002 requires that you notify the court of any changes in your address. If you are filing a **joint case** (a single bankruptcy case for two individuals married to each other), and each spouse lists the same mailing address on the bankruptcy petition, you and your spouse will generally receive a single copy of each notice mailed from the bankruptcy court in a jointly-addressed envelope, unless you file a statement with the court requesting that each spouse receive a separate copy of all notices.

1. Services Available from Credit Counseling Agencies

With limited exceptions, § 109(h) of the Bankruptcy Code requires that all individual debtors who file for bankruptcy relief on or after October 17, 2005, receive a briefing that outlines the available opportunities for credit counseling and provides assistance in performing a budget analysis. The briefing must be given within 180 days **before** the bankruptcy filing. The briefing may be provided individually or in a group (including briefings conducted by telephone or on the Internet) and must be provided by a nonprofit budget and credit counseling agency approved by the United States trustee or bankruptcy administrator. The clerk of the bankruptcy court has a list that you may consult of the approved budget and credit counseling agencies. Each debtor in a joint case must complete the briefing.

In addition, after filing a bankruptcy case, an individual debtor generally must complete a financial management instructional course before he or she can receive a discharge. The clerk also has a list of approved financial management instructional courses. Each debtor in a joint case must complete the course.

2. The Four Chapters of the Bankruptcy Code Available to Individual Consumer Debtors

Chapter 7: Liquidation (\$245 filing fee, \$39 administrative fee, \$15 trustee surcharge: Total Fee \$299)

Chapter 7 is designed for debtors in financial difficulty who do not have the ability to pay their existing debts. Debtors whose debts are primarily consumer debts are subject to a "means test" designed to determine whether the case should be permitted to proceed under chapter 7. If your income is greater than the median income for your state of residence and family size, in some cases, the United States trustee (or bankruptcy administrator), the trustee, or creditors have the right to file a motion requesting that the court dismiss your case under § 707(b) of the Code. It is up to the court to decide whether the case should be dismissed.

Under chapter 7, you may claim certain of your property as exempt under governing law. A trustee may have the right to take possession of and sell the remaining property that is not exempt and use the sale proceeds to pay your creditors.

The purpose of filing a chapter 7 case is to obtain a discharge of your existing debts. If, however, you are found to have committed certain kinds of improper conduct described in the Bankruptcy Code, the court may deny your discharge and, if it does, the purpose for which you filed the bankruptcy petition will be defeated.

Even if you receive a general discharge, some particular debts are not discharged under the law. Therefore, you may still be responsible for most taxes and student loans; debts incurred to pay nondischargeable taxes; domestic support and property settlement obligations; most fines, penalties, forfeitures, and criminal restitution obligations; certain debts which are not properly listed in your bankruptcy papers; and debts for death or personal injury caused by operating a motor vehicle, vessel, or aircraft while intoxicated from alcohol or drugs. Also, if a creditor can prove that a debt arose from fraud, breach of fiduciary duty, or theft, or from a willful and malicious injury, the bankruptcy court may determine that the debt is not discharged.

Chapter 13: Repayment of All or Part of the Debts of an Individual with Regular Income (\$235 filing fee, \$39 administrative fee: Total fee \$274)

Chapter 13 is designed for individuals with regular income who would like to pay all or part of their debts in installments over a period of time. You are only eligible for chapter 13 if your debts do not exceed certain dollar amounts set forth in the Bankruptcy Code.

Under chapter 13, you must file with the court a plan to repay your creditors all or part of the money that you owe them, using your future earnings. The period allowed by the court to repay your debts may be three years or five years, depending upon your income and other factors. The court must approve your plan before it can take effect.

After completing the payments under your plan, your debts are generally discharged except for domestic support obligations; most student loans; certain taxes; most criminal fines and restitution obligations; certain debts which are not properly listed in your bankruptcy papers; certain debts for acts that caused death or personal injury; and certain long term secured obligations.

Chapter 11: Reorganization (\$1000 filing fee, \$39 administrative fee: Total fee \$1039)

Chapter 11 is designed for the reorganization of a business but is also available to consumer debtors. Its provisions are quite complicated, and any decision by an individual to file a chapter 11 petition should be reviewed with an attorney.

Chapter 12: Family Farmer or Fisherman (\$200 filing fee, \$39 administrative fee: Total fee \$239)

Chapter 12 is designed to permit family farmers and fishermen to repay their debts over a period of time from future earnings and is similar to chapter 13. The eligibility requirements are restrictive, limiting its use to those whose income arises primarily from a family-owned farm or commercial fishing operation.

3. Bankruptcy Crimes and Availability of Bankruptcy Papers to Law Enforcement Officials

A person who knowingly and fraudulently conceals assets or makes a false oath or statement under penalty of perjury, either orally or in writing, in connection with a bankruptcy case is subject to a fine, imprisonment, or both. All information supplied by a debtor in connection with a bankruptcy case is subject to examination by the Attorney General acting through the Office of the United States Trustee, the Office of the United States Attorney, and other components and employees of the Department of Justice.

WARNING: Section 521(a)(1) of the Bankruptcy Code requires that you promptly file detailed information regarding your creditors, assets, liabilities, income, expenses and general financial condition. Your bankruptcy case may be dismissed if this information is not filed with the court within the time deadlines set by the Bankruptcy Code, the Bankruptcy Rules, and the local rules of the court. The documents and the deadlines for filing them are listed on Form B200, which is posted at http://www.uscourts.gov/bkforms/bankruptcy_forms.html#procedure.

Many filing deadlines change on December 1, 2009. Of special note, 12 rules that set 15 days to act are amended to require action within 14 days, including Rule 1007(c), filing the initial case papers; Rule 3015(b), filing a chapter 13 plan; Rule 8009(a), filing appellate briefs; and Rules 1019, 1020, 2015, 2015.1, 2016, 4001, 4002, 6004, and 6007.

B 201B (Form 201B) (12/09)

**United States Bankruptcy Court
District of Oregon**

In re Linton Cecil Layne

Debtor(s)

Case No.

Chapter

7

**CERTIFICATION OF NOTICE TO CONSUMER DEBTOR(S)
UNDER § 342(b) OF THE BANKRUPTCY CODE**

Certification of Debtor

I (We), the debtor(s), affirm that I (we) have received and read the attached notice, as required by § 342(b) of the Bankruptcy Code.

Linton Cecil Layne

Printed Name(s) of Debtor(s)

X /s/ Linton Cecil Layne

Signature of Debtor

December 14, 2010

Date

Case No. (if known) _____

X _____

Signature of Joint Debtor (if any)

Date

Instructions: Attach a copy of Form B 201 A, Notice to Consumer Debtor(s) Under § 342(b) of the Bankruptcy Code.

Use this form to certify that the debtor has received the notice required by 11 U.S.C. § 342(b) **only** if the certification has **NOT** been made on the Voluntary Petition, Official Form B1. Exhibit B on page 2 of Form B1 contains a certification by the debtor's attorney that the attorney has given the notice to the debtor. The Declarations made by debtors and bankruptcy petition preparers on page 3 of Form B1 also include this certification.

**United States Bankruptcy Court
District of Oregon**

In re **Linton Cecil Layne**

Debtor(s)

Case No.

Chapter

7

VERIFICATION OF CREDITOR MATRIX

The above-named Debtor hereby verifies that the attached list of creditors is true and correct to the best of his/her knowledge.

Date: **December 14, 2010**

/s/ Linton Cecil Layne

Linton Cecil Layne

Signature of Debtor

**United States Bankruptcy Court
District of Oregon**

In re **Linton Cecil Layne**

Debtor(s)

Case No.

Chapter

7

CERTIFICATION PURSUANT TO LBR 1001-1.G

I certify that the foregoing documents have been prepared by a computer and conform to versions of the Official Bankruptcy Forms available and applicable at this time.

The software utilized is Best Case Bankruptcy, developed by Best Case Solutions, Inc.

Dated: **December 14, 2010**

/s/ Alexander C.J. Adams

**Alexzander C.J. Adams 082441
Law Offices of Alexzander C.J. Adams, PC
14705 SW Millikan Way
Beaverton, OR 97006
(503) 278-5400**

Exhibit H

UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

PROOF OF CLAIM

Name of Debtor and Case Number:

Rescap, LLC Case No 12-12020CMG

NOTE: This form should not be used to make a claim for an administrative expense (other than a claim asserted under 11 U.S.C. § 503(b)(9)) arising after the commencement of the case. A "request" for payment of an administrative expense (other than a claim asserted under 11 U.S.C. § 503(b)(9)) may be filed pursuant to 11 U.S.C. § 503.

Name of Creditor (the person or other entity to whom the debtor owes money or property):

Ronald and Elaine Nakamoto

Name and address where notices should be sent:

Ron Nakamoto
18650 Vista De Almaden
San Jose, CA 95120

Telephone number:

408-440-2330

email:

ronandelaine@comcast.net

Name and address where payment should be sent (if different from above):

Telephone number:

email:

1. Amount of Claim as of Date Case Filed: \$ 20,137.18

If all or part of the claim is secured, complete item 4.

If all or part of the claim is entitled to priority, complete item 5.

☐ Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.

2. Basis for Claim:

see attached

(See instruction #2)

3. Last four digits of any number by which creditor identifies debtor:

1234

3a. Debtor may have scheduled account as:

Alison Teamen

(See instruction #3a)

3b. Uniform Claim Identifier (optional):

(See instruction #3b)

4. Secured Claim (See instruction #4)

Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information.

Nature of property or right of setoff: ☒ Real Estate ☐ Motor Vehicle ☐ Other

Describe:

Value of Property: \$ 204,601 Annual Interest Rate 3.5 % ☒ Fixed ☐ Variable
(when case was filed)

Amount of arrearage and other charges, as of the time case was filed, included in secured claim,

if any: \$ _____

Basis for perfection: _____

Amount of Secured Claim: \$ _____

Amount Unsecured: \$ _____

6. Claim Pursuant to 11 U.S.C. § 503(b)(9):

Indicate the amount of your claim arising from the value of any goods received by the Debtor within 20 days before May 14, 2012, the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ _____ (See instruction #6)

7. Credits. The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #7)

8. Documents: Attached are redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. If the claim is secured, box 4 has been completed, and redacted copies of documents providing evidence of perfection of a security interest are attached. (See instruction #8, and the definition of "redacted".)

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain:

9. Signature: (See instruction #9) Check the appropriate box.

☒ I am the creditor. ☐ I am the creditor's authorized agent.
(Attach copy of power of attorney, if any.)☐ I am the trustee, or the debtor, or their authorized agent.
(See Bankruptcy Rule 3004.)☐ I am a guarantor, surety, indorser, or other codebtor.
(See Bankruptcy Rule 3005.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: Ronald Nakamoto

Title: _____

Company: _____

Address and telephone number (if different from notice address above):

te

(Signature)

(Date)

Telephone number:

Email:

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18

☐ Check this box if this claim amends a previously filed claim.

Court Claim

Number: _____

(If known)

Filed on: _____

☐ Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars.

5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount.

☐ Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).☐ Wages, salaries, or commissions (up to \$11,725*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier – 11 U.S.C. §507 (a)(4).☐ Contributions to an employee benefit plan – 11 U.S.C. §507 (a)(5).☐ Up to \$2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. §507 (a)(7).☐ Taxes or penalties owed to governmental units – 11 U.S.C. §507 (a)(8).☐ Other – Specify applicable paragraph of 11 U.S.C. §507 (a)().

Amount entitled to priority:

\$ _____

* Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.

RECEIVED

OCT 15 2012

KURTZMAN CARSON CONSULTANT

October 11, 2012

Subject: GMAC Mortgage, Proof of Claim #2, Basis of Claim

On May 9, 2011 I requested a waiver to the escrow payment preferring to pay it on my own. In this conversation I also asked to reduce the monthly mortgage payments as this was an interest only loan and the interest had dropped from 5.75% to 3.5% in January of 2010. This request was denied without legal rationale. My position is I applied and received a variable interest only loan and so when the interest rate was reduced the company should have reduced the monthly mortgage to that amount and not unilaterally changed the practice to maintaining the monthly payment and unilaterally applying the difference to reduction of the principal. So I am filing a claim for the principal reduction that has been applied since January 2010 of \$592.27/month (the actual amount varied slightly/month). There are two remedies I would be interested in;

- a. Credit the principal amount in cash to me.
- b. Reduce the mortgage payment prospective to the interest only amount and eliminate the escrow amount.


Ronald Nakamoto

Exhibit I

Deutsche Bank



To: ANDREA OLSON
ALLY BANK GMAC RES CAP
3451 HAMMOND AVENUE

WATERLOO, IA 50702

Phone: 7142476120

Fax: 8776039186

CC: _____

Date Sent:

01/23/2014

No of pages:

9

From:

Deutsche Bank

1761 East St. Andrew Place
Santa Ana, CA 92705

Phone: 714-247-6000

Email: SantaAna.CustodyRequests@db.com

ITEMS TO FOLLOW

Issue	Loan Number	Alt Loan Number	Name	Document
IM0505	7113	5777	NAKAMOTO	NOTE
		711		

no Allonge on file

SEE "PREPAYMENT PENALTY ADDENDUM TO E" ATTACHED HERETO AND MADE A PART HERE
SEE "INTEREST-ONLY ADDENDUM TO ARM N" ATTACHED HERETO AND MADE A PART HERE

ADJUSTABLE RATE NOTE

MIN: 100062800203180696
MERS Phone: 1-888-679-6377

(6-Month LIBOR Index - Rate Caps)

LOAN NO.: 3069

(Assumable during Life of Loan) (First Business Day of Preceding Month Lookback)

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. THIS NOTE LIMITS THE AMOUNT MY INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE I MUST PAY.

APRIL 04, 2005
[Date]

ELK GROVE
[City]

CALIFORNIA
[State]

8297 BULL MOUNTAIN CIRCLE, ELK GROVE, CA 95758
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 268,500.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is HERITAGE PLAZA MORTGAGE, INC., A CALIFORNIA CORPORATION

I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 5.750 %. The interest rate I will pay will change in accordance with Section 4 of this Note.

The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the 1st day of each month beginning on JUNE, 2005

I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on MAY 01, 2035, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at HERITAGE PLAZA MORTGAGE, INC.
5361 NORTH PERSHING AVENUE, SUITE A, STOCKTON, CA 95207
or at a different place if required by the Note Holder.

(B) Amount of My Initial Monthly Payments SEE ATTACHED "INTEREST-ONLY ADDENDUM"

Each of my initial monthly payments will be in the amount of \$ 286.96. This amount may change.

(C) Monthly Payment Changes

Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the 1st day of MAY, 2010, and may change on that day every sixth month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the six month London Interbank Offered Rate ("LIBOR") which is the average of interbank offered rates for six-month U.S. dollar-denominated deposits in the London market, as published in *The Wall Street Journal*. The most recent Index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding THREE AND 000/1000THS percentage point(s) (3.000 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 8.750 % or less than 3.000 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than ONE AND 000/1000THS percentage point(s) (1.000 %) from the rate of interest I have been paying for the preceding six months. My interest rate will never be greater than 11.750 %.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

5. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due dates of my monthly payment unless the Note Holder agrees in writing to those changes. My partial Prepayment may reduce the amount of my monthly payments after the first Change Date following my partial Prepayment. However, any reduction due to my partial Prepayment may be offset by an interest rate increase.

6. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

Initials: *EN*

7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver by Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

8. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

10. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

11. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

Initials: 

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.


If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

THE PROVISIONS CONTAINED IN THE "ADDENDUM TO NOTE" (OR RIDER, AS APPLICABLE), SIGNED BY ALL BORROWERS NAMED HEREIN, ARE HEREBY INCORPORATED INTO AND SHALL AMEND AND SUPPLEMENT THIS NOTE (OR RIDER, AS APPLICABLE).

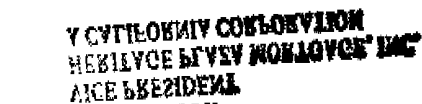
WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.


RONALD NAKAMOTO (Seal)
-Borrower

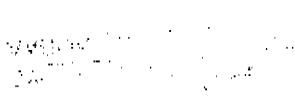

ELAINE NAKAMOTO (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower



(Seal)
-Borrower



(Seal)
-Borrower



(Seal)
-Borrower

(Seal)
-Borrower

[Sign Original Only]

BYA TO THE ORDER OF

01/23/2014 09:59

7142476122

Nakamob Note Pg 7 of 10

PAY TO THE ORDER OF:**Impac Funding Corporation****WITHOUT RECOURSE****MARK KINDER
VICE PRESIDENT
HERITAGE PLAZA MORTGAGE, INC.
A CALIFORNIA CORPORATION****PAY TO THE ORDER OF****WITHOUT RECOURSE
IMPAC FUNDING CORPORATION****BY:****AARON CALDERA, AUTHORIZED SIGNATORY**

12-12000mgg Doc 7410-17

Filed 02/22/14 Entered 02/22/14 15:38:16
Nakamoto Note of 8 of 10

Exhibit 7 -

PREPAYMENT PENALTY ADDENDUM TO NOTEMIN: 100062800203180696
MERS Phone: 1-888-679-6377

LOAN NO.: 3069

This "PREPAYMENT PENALTY ADDENDUM TO NOTE" (hereinafter "Addendum") is made this 4th day of APRIL, 2005, and is incorporated into and shall be deemed to amend and supplement the Promissory Note (the "Note") of same date made by the undersigned (the "Borrower") to HERITAGE PLAZA MORTGAGE, INC., A CALIFORNIA CORPORATION

(the "Lender") which is secured by a Deed Of Trust or Mortgage ("Security Instrument") on real property located at:

8297 BULL MOUNTAIN CIRCLE, ELK GROVE, CA 95758

[Property Address]

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Note, Borrower and Lender further covenant and agree that the paragraph entitled either "Borrower's Right To Prepay" or "Borrower's Payments Before They Are Due", whichever is applicable, is replaced with the following new section:

I have the right to make payments of Principal at any time before they are due. A prepayment of all of the unpaid principal is known as a "Full Prepayment." A prepayment of only part of the unpaid principal is known as a "Partial Prepayment."

Except as provided below, I may make a Full or Partial Prepayment without paying any penalty. If I make a Partial Prepayment equal to one or more of my monthly payments, my due date may be advanced no more than one month. If I make any other Partial Prepayments, I must still make each later payment as it becomes due and in the same amount. I may make a Full or Partial Prepayment at any time.

In the event, during the first SIXTY (60) months after the execution of the Deed of Trust, I make a Full Prepayment or Partial Prepayment and the total of such prepayments in any twelve (12) month period exceeds TWENTY percent (20.000 %) of the original Principal amount of the loan, I will pay a prepayment charge in an amount equal to the payment of SIX (6) months' advance interest on the amount prepaid which is in excess of TWENTY percent (20.000 %) of the original Principal amount.

If the Note contains provisions for a variable interest rate, and the purpose of the loan is to finance the purchase or construction of real property containing four or fewer residential units or on which four or fewer residential units are to be constructed, ninety (90) days of notification of any increase in the rate of interest.

If the Note contains provisions for a variable interest rate, and the purpose of the loan is to finance the purchase or construction of real property containing four or fewer residential units or on which four or fewer residential units are to be constructed, then I may prepay the loan in whole or part without a Prepayment charge within 90 days of notification of any increase in the rate of interest.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Prepayment Penalty Addendum To Note.




RONALD NAKAMOTO

Borrower

4/5/05

Date



ELAINE NAKAMOTO

Borrower

4/9/2005

Date

Borrower

Date

Borrower

Date

**INTEREST-ONLY ADDENDUM
TO ADJUSTABLE RATE PROMISSORY NOTE**

MIN: 100062800203180896
MERS Phone: 1-888-679-6377

Loan Number: [REDACTED] 3069

Property Address: 8297 BULL MOUNTAIN CIRCLE, ELK GROVE, CA 95758

THIS ADDENDUM is made this 4th day of APRIL, 2005 and is incorporated into and intended to form a part of the Adjustable Rate Note (the "Note") dated the same date as the Addendum executed by the undersigned and payable to

HERITAGE PLAZA MORTGAGE, INC., A CALIFORNIA CORPORATION

(the Lender).

THIS ADDENDUM supersedes Section 3(A), 3(B), 4(C) and 7(A) of the Note. None of the other provisions of the Note are changed by this Addendum.

3. PAYMENTS

(A) Time and Place of Payments

I will pay interest by making payments every month for the first 60 payments (the "interest-only period") in the amount sufficient to pay interest as it accrues on the unpaid principal balance. I will pay principal and interest by making payments every month thereafter for the next 300 payment(s) in an amount sufficient to fully repay the unpaid principal balance of the Note at the end of the interest-only period in substantially equal monthly payments.

I will make my monthly payments on the 1st day of each month beginning on JUNE, 2005.

I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its schedule due date and will be applied to interest before principal. If, on MAY 01, 2035, I still owe amounts under this Note, I will pay those amounts in full on that date which is called the "Maturity Date."

I will make my payments at
5361 NORTH PERSHING AVENUE, SUITE A, STOCKTON, CA 95207
or at a different place if required by the Note Holder.

(B) Amount of My Initial Monthly Payment

Each of my initial monthly payments will be in the amount of U.S. \$ 1,286.56. This payment amount is based on the original principal balance of the Note. This payment amount may change.

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding THREE AND 000/1000THS percentage point(s) (3.000) to the current index for such Change Date. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D), this rounded amount will be my new interest rate until the next Change Date. During the interest-only period, the Note Holder will determine the

Initials: E.N. *RN*

Form 44

During the interest-only period, the Note Holder will determine the amount of the monthly payment that would be sufficient to pay accrued interest on the unpaid principal balance. This will be the amount of my monthly payment until the earlier of the next Change Date or the end of the interest-only period unless I make a voluntary prepayment of principal during such period. If I make a voluntary prepayment of principal during the interest-only period, my payment amount for subsequent payments will be reduced to the amount necessary to pay interest at the then current interest rate on the lower unpaid principal balance.

At the end of the interest-only period and on each Change Date thereafter, the Note Holder will determine the amount of the monthly payment that would be sufficient to repay in full the unpaid principal balance that I will owe in substantially equal monthly payments over the remaining term of the Note. The result of this calculation will be the new amount of my monthly payment. After the end of the interest-only period, my payment amount will not be adjusted due to voluntary principal payments until the next Change Date.

7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the Full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.00 % of my overdue payment of interest for the first 60 payments, and 5.00 % of my overdue payment of principal and interest thereafter. I will pay this late charge promptly but only once on each late payment.

DATED: APRIL 04, 2005


RONALD NAKAMOTO

(Seal)
-Borrower


ELAINE NAKAMOTO

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

Exhibit J

04/12/10

RONALD NAKAMOTO
ELAINE NAKAMOTO
18650 VISTA DE ALMADEN
SAN JOSE CA 95120

RE: Account Number [REDACTED] 7783
Property Address 8297 BULL MOUNTAIN CIRCLE
ELK GROVE CA 95758-0000

Dear RONALD NAKAMOTO ELAINE NAKAMOTO

****IMPORTANT NOTICE REGARDING INTEREST RATE AND/OR PAYMENT
CHANGES****

The interest rate on your loan is scheduled to adjust on 05/01/10. Your new payment will begin effective with the 06/01/10 payment.

Projected principal balance after 05/01/10 payment \$ 268187.40

New index value 0.44400% Current interest rate 5.75000%

New Interest rate 3.50000% Current Payment \$ 1285.06

Fully Amortize Pymnt\$ 1342.60

Margin 3.00000% Escrow* \$ 345.15

Total payment \$ 1687.75

Rate Next Change Date 11/01/10

Principal and Interest Next Change 12/01/10

*Subject to change if analysis occurs after the date of this letter.

Your new interest rate is calculated by adding the margin to the new index value, as defined in your mortgage documents. The result of this addition is subject to rounding and rate cap limitations according to the terms of your mortgage documents.

PLEASE NOTE: Your Interest Only TERM has expired.

04/12/10

Account Number [REDACTED] 7783

Page Two

A Mortgage Account Statement will be sent under separate cover. If your payments are made through our automatic payment program, your new payment amount will be deducted on your scheduled draft date.

IF YOU ARE IN DEFAULT AT THE TIME THIS NOTICE IS DELIVERED TO YOU, GMAC Mortgage, LLC WILL CONTINUE WITH THE DEFAULT PROCESS EVEN THOUGH THE INTEREST RATE AND PAYMENT AMOUNT ARE BEING ADJUSTED.

If you have any questions, please contact Customer Care at 800-766-4622.

Customer Care

Loan Servicing

4064

Exhibit K

Fax 866-421-8904

ATTN: Escrow Waiver Dept

May 9, 2011

Subject: Escrow Waiver for 8297 Bull Mountain Circle, Elk Grove, CA 95758; Account No. [REDACTED] 7783

References:

1. GMAC Mortgage letter, subject: Escrow Analysis, dated March 7, 2011
2. Telephone conversation with GMAC, same subject, dated May 9, 2011

Reference 1 indicated an expected deficiency with escrow for 2011 and an increase in monthly mortgage payments. Reference 2 clarified the increase and provided guidance regarding a request to transfer future escrow payments to the undersigned property owners. Per reference 2 the criteria for transfer is based on; (1) good credit standing and; (2) current escrow balance. GMAC verified that I am compliant with (1) and accordingly, attached is payment in the amount of \$1772.35 for May to satisfy (2).

In satisfaction of the above I am requesting transfer of future escrow payments consisting of property tax and insurance to the undersigned.

Ronald Nakamoto

Ronald Nakamoto
Elaine Nakamoto

Elaine Nakamoto

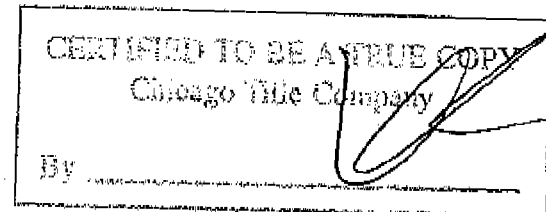
Exhibit L

Chicago Title
Recording Requested By: 30901640
HERITAGE PLAZA MORTGAGE, INC.

Return To:
HERITAGE PLAZA MORTGAGE, INC.

5361 NORTH PERSHING AVENUE, SUITE A
STOCKTON, CA 95207

Prepared By:



[Space Above This Line For Recording Data]

DEED OF TRUST

LOAN NO.: [REDACTED] 3089
ESCROW NO.: 05-30901540-LS

MIN 100062800203180696
MERS Phone: 1-888-679-6377

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated together with all Riders to this document.

APRIL 04, 2005

(B) "Borrower" is

RONALD NAKAMOTO AND ELAINE NAKAMOTO, HUSBAND AND WIFE AS JOINT TENANTS

Borrower's address is 8297 BULL MOUNTAIN CIRCLE, ELK GROVE, CA 95758
Borrower is the trustor under this Security Instrument.

(C) "Lender" is

HERITAGE PLAZA MORTGAGE, INC., A CALIFORNIA CORPORATION

Lender is a CORPORATION

organized and existing under the laws of CALIFORNIA

CALIFORNIA-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS
VMP-6A(CA) (0207)

Initials: *RN*
EN
Form 3005 1/01

Lender's address is

5361 NORTH PERSHING AVENUE, SUITE A, STOCKTON, CA 95207

(D) "Trustee" is

FIRST AMERICAN TITLE INSURANCE COMPANY, A CALIFORNIA CORPORATION

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS is the beneficiary under this Security Instrument.** MERS is organized and existing under the laws of Delaware, and has an address and telephone of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(F) "Note" means the promissory note signed by Borrower and dated

APRIL 04, 2005

The Note states that Borrower owes Lender

TWO HUNDRED SIXTY EIGHT THOUSAND FIVE HUNDRED AND NO/100 X X X X X X X X X X X X

Dollars

(U.S. \$ 268,500.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than MAY 01, 2035

(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(I) "RIDERS" means all riders to this Security Instrument that are executed by Borrower. The following riders are to be executed by Borrower [check box as applicable]:

<input checked="" type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Condominium Rider	<input checked="" type="checkbox"/> 1-4 Family Rider
<input type="checkbox"/> Graduated Payment Rider	<input type="checkbox"/> Planned Unit Development Rider	<input type="checkbox"/> Biweekly Payment Rider
<input type="checkbox"/> Balloon Rider	<input type="checkbox"/> Rate Improvement Rider	<input type="checkbox"/> Second Home Rider
<input checked="" type="checkbox"/> Other(s) [specify] INTEREST-ONLY ADDENDUM TO ADJUSTABLE RATE RIDER		

(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments, and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) "Escrow Items" means those items that are described in Section 3.

(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(P) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the

COUNTY
[Type of Recording Jurisdiction]

of

SACRAMENTO
[Name of Recording Jurisdiction]

SEE COMPLETE LEGAL DESCRIPTION DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Parcel ID Number: 116-0850-022-0000

which currently has the address of

8297 BULL MOUNTAIN CIRCLE

[Street]

ELK GROVE

[City], California

95758

[Zip Code]

("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances

of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be

in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than twelve monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than twelve monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the

lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Note up to the amount of the outstanding loan balance. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Note up to the amount of the outstanding loan balance.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with

the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable

attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender

to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA

requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Trustee shall cause this notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall mail copies of the notice as prescribed by Applicable Law to Borrower and to the other persons prescribed by Applicable Law. Trustee shall give public notice of sale to the persons and in the manner prescribed by Applicable Law. After the time required by Applicable Law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

23. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Lender may charge such person or persons a reasonable fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law. If the fee charged does not exceed the fee set by Applicable Law, the fee is conclusively presumed to be reasonable.

24. Substitute Trustee. Lender, at its option, may from time to time appoint a successor trustee to any Trustee appointed hereunder by an instrument executed and acknowledged by Lender and recorded in the office of the Recorder of the county in which the Property is located. The instrument shall contain the name of the original Lender, Trustee and Borrower, the book and page where this Security Instrument is recorded and the name and address of the successor trustee. Without conveyance of the Property, the successor trustee shall succeed to all the title, powers and duties conferred upon the Trustee herein and by Applicable Law. This procedure for substitution of trustee shall govern to the exclusion of all other provisions for substitution.

25. Statement of Obligation Fee. Lender may collect a fee not to exceed the maximum amount permitted by Applicable Law for furnishing the statement of obligation as provided by Section 2943 of the Civil Code of California.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any RIDER executed by Borrower and recorded with it.

Witnesses:

Dawn M. Cooley
-Witness

Dawn M. Cooley
-Witness

Ronald Nakamoto (Seal)
RONALD NAKAMOTO -Borrower

Elaine Nakamoto (Seal)
ELAINE NAKAMOTO -Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

State of ~~CALIFORNIA~~ Maryland

County of Anne Arundel

} ss.

On April 5, 2005

before me

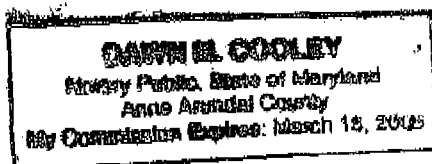
Dawn M. Cooley

personally appeared

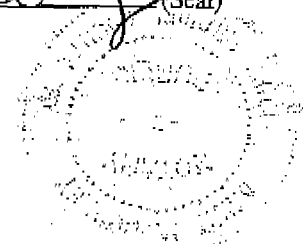
RONALD NAKAMOTO AND ELAINE NAKAMOTO

, personally known to me
(or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed
to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity
upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



(Seal)



ADJUSTABLE RATE RIDER

(6-Month LIBOR Index - Rate Caps)

(Assumable during Life of Loan) (First Business Day of Preceding Month Lookback)

SEE "INTEREST-ONLY ADDENDUM TO ARM RIDER" ATTACHED HERETO AND MADE A PART HEREOF.

LOAN NO.: [REDACTED] 8069

MIN: 100062800203180696
MERS Phone: 1-888-679-6377

THIS ADJUSTABLE RATE RIDER is made this 4th day of APRIL, 2005, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure the Borrower's Adjustable Rate Note (the "Note") to HERITAGE PLAZA MORTGAGE, INC., A CALIFORNIA CORPORATION

(the "Lender") of the same date and covering the property described in the Security Instrument and located at:

8297 BULL MOUNTAIN CIRCLE, ELK GROVE, CA 95758

[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 5.750 %. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates SEE ATTACHED "INTEREST-ONLY ADDENDUM"

The interest rate I will pay may change on the 1st day of MAY, 2010, and may change on that day every sixth month thereafter. Each date on which my interest rate could change is called a "Change Date."

Initials: *EN* *JN*

MULTISTATE ADJUSTABLE RATE RIDER 6-Month LIBOR Index (Assumable during Life of Loan) (First Business Day Lookback) - Single Family - Freddie Mac UNIFORM INSTRUMENT Form 5120 3/04 - MODIFIED
VMP-815R(XX) (0404) MODIFIED

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the six month London Interbank Offered Rate ("LIBOR") which is the average of interbank offered rates for six-month U.S. dollar-denominated deposits in the London market, as published in The Wall Street Journal. The most recent Index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding THREE AND 000/1000THS percentage points(s) (3.000 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 8.750 % or less than 3.000 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than ONE AND 000/1000THS percentage point(s) (1.000 %) from the rate of interest I have been paying for the preceding six months. My interest rate will never be greater than 11.750 %.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Section 18 of the Security Instrument is amended to read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.


To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

Initials E.N. JN

THE PROVISIONS CONTAINED IN THE "ADDENDUM TO NOTE" [OR RIDER, AS APPLICABLE], SIGNED BY ALL BORROWERS NAMED HEREIN, ARE HEREBY INCORPORATED INTO AND SHALL AMEND AND SUPPLEMENT THIS NOTE [OR RIDER, AS APPLICABLE].

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

 (Seal)
RONALD NAKAMOTO -Borrower

 (Seal)
ELAINE NAKAMOTO -Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

1-4 FAMILY RIDER (Assignment of Rents)

LOAN NO.: [REDACTED] 8069

MIN: 100062800203180696
MERS Phone: 1-888-679-6377

THIS 1-4 FAMILY RIDER is made this 4th day of APRIL, 2005, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to HERITAGE PLAZA MORTGAGE, INC., A CALIFORNIA CORPORATION

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

8297 BULL MOUNTAIN CIRCLE, ELK GROVE, CA 95758
[Property Address]

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in the Security Instrument, the following items now or hereafter attached to the Property to the extent they are fixtures are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light; fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

Initials: E.N.
Form 3170 1/01 FW

MULTISTATE 1- 4 FAMILY RIDER - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

VMP-57R (0401).01

Page 1 of 4

LENDER SUPPORT SYSTEMS INC., 57R, NEW (07/04)

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Section 5.

E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Section 19 is deleted.

F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, Section 6 concerning Borrower's occupancy of the Property is deleted.

G. ASSIGNMENT OF LEASES. Upon Lender's request after default, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until: (i) Lender has given Borrower notice of default pursuant to Section 22 of the Security Instrument, and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Section 9.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Lender from exercising its rights under this paragraph.


Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

I. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.


RONALD NAKAMOTO

(Seal)
-Borrower


ELAINE NAKAMOTO

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

INTEREST-ONLY ADDENDUM TO ADJUSTABLE RATE RIDER

Loan Number: [REDACTED] 8069

MIN: 100062800203180696
MERS Phone: 1-888-879-6377

Property Address: 8297 BULL MOUNTAIN CIRCLE, ELK GROVE, CA 95758

THIS ADDENDUM is made this 4th day of APRIL, 2005 and is incorporated into and intended to form a part of the Adjustable Rate Rider (the "Rider") dated the same date as the Addendum executed by the undersigned and payable to

HERITAGE PLAZA MORTGAGE, INC.

(the Lender).

THIS ADDENDUM supersedes Section 4(C) of the Rider. None of the other provisions of the Note are changed by this Addendum.

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES


(C) Calculations of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding THREE AND 000/1000THS Percentage point(s) (3.000 %) to the Current Index for such Change Date. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D), this rounded amount will be my new interest rate until the next Change Date.

During the first five (5) years after loan closing ("interest-only period"), the Note Holder will determine the amount of the monthly payment that would be sufficient to pay accrued interest on the unpaid principal balance. This will be the amount of my monthly payment until the earlier of the next Change Date or the end of the interest-only period unless I make a voluntary prepayment of principal during such period. If I make a voluntary prepayment of principal during the interest-only period, my payment amount for subsequent payments will be reduced to the amount necessary to pay interest at the then current interest rate on the lower unpaid principal balance.

At the end of the interest-only period and on each Change Date thereafter, the Note Holder will determine the amount of the monthly payment that would be sufficient to repay in full the unpaid principal balance that I am expected to owe in substantially equal monthly payments over the remaining term of the Note. The result of this calculation will be the new amount of my monthly payment. After the end of the interest-only period, my payment amount will not be adjusted due to voluntary principal payments.

DATED: APRIL 04, 2005


 RONALD NAKAMOTO (Seal)
 -Borrower


 ELAINE NAKAMOTO (Seal)
 -Borrower

 (Seal)
 -Borrower

 (Seal)
 -Borrower

 (Seal)
 -Borrower

 (Seal)
 -Borrower

 (Seal)
 -Borrower

 (Seal)
 -Borrower

Exhibit M

GMAC Mortgage

3451 Hammond Ave
P.O. Box 780
Waterloo, IA 50704-0780

05/12/11

RONALD NAKAMOTO
ELAINE NAKAMOTO
18650 VISTA DE ALMADEN
SAN JOSE CA 95120

RE: Account Number: [REDACTED] 7783
Property Address: 8297 BULL MOUNTAIN CIRCLE
ELK GROVE CA 95758-0000

Dear RONALD NAKAMOTO
ELAINE NAKAMOTO

This is in response to your request for removal of tax and insurance escrow on the above-referenced account.

We are unable to approve your request at this time. The items below marked with an X indicate the reason(s) your request has been denied.

- () The account has been service released. Please contact your new servicer for current waiver instructions.
- () The account does not include escrow for future payment of the requested tax and/or insurance items.
- () The investor of the account requires maintenance of an escrow account for the life of the loan.
- () There is private mortgage insurance (PMI) on the account. PMI must be cancelled before any escrow items can be removed. Please call 1-877-785-3599 to request a PMI cancellation instruction letter through our automated system.
- () A minimum of 24 months payment history is required.
- () There can be no payments received 30 or more days late in the 24 month period preceding the request.

05/12/11

Account Number: [REDACTED] 7783

Page Two

(X) A loan-to-value (LTV) ratio of 70% of the original value is required.
Original value is the lesser of the sales price or original appraised value.

() We cannot waive a portion of the escrowed tax or escrowed insurance items. ALL tax
items or ALL insurance items must be waived.

The above-stated criteria are in compliance with specific state, federal, and investor
requirements and are subject to change without prior notice.

If you have any questions, please contact Customer Care at 800-766-4622 (Monday -
Friday 6:00 a.m. to 10:00 p.m., Saturday 9:00 a.m. to 1:00 p.m., Central Time).

Customer Care
Loan Servicing

3:82

Exhibit N

Account Number	1
7783	

Loan History

Date Data as-of: March 5, 2014

Account Number	Name Primary Borrower	Name Secondary Borrower	Property Address	Mailing Address
7783	RONALD NAKAMOTO	ELAINE NAKAMOTO	8297 BULL MOUNTAIN CIRCLE	18650 VISTA DE ALMADEN
			ELK GROVE	SAN JOSE
			CA	CA
			95758-0000	95120
Investor Info			Previous Servicer Info	
Investor Acct No - Prim	1103417113		Previous Account Number	0070133703
Investor Number	42627		Seller Company Name	COUNTRYWIDE HOME LOANS
Investor Name Full	IMPAC FUNDING CORPORATION			
Investor Id	IMPAC-2013			

Loan Info	Dates	Current Balances	Uncollected	Year-To-Date
Arm Flag Y	Int Collected To 02/01/2014	Principal \$0.00	Late Charges \$0.00	Interest \$1,363.32
Loan Type Conventional	Next Due 03/01/2014	Escrow \$0.00	Interest \$0.00	Taxes \$0.00
Lien Position 01	Last Payment 02/13/2014	Unapplied \$0.00	Fees \$0.00	
Interest Rate 3.375%	Last Activity 03/03/2014	Buydown \$0.00	Opt \$0.00	
Collection Status PO	Setup Date 09/08/2005			
	Maturity Date 05/01/2035			

Financial

Account Number	Trans Added Date	Date Interest Paid Current	Prin Bal after trans	Transaction Description	Transaction Reason Code	Trans Type	Teller ID	Trans Amount	To Principal	To Interest Amt	To Escrow Amt	To Fee Amt	To Unapplied Funds Amt	To Credit Insurance Amt	To Late Charge Amt
7783	03/03/2014	02/01/2014	\$0.00	Service Release		SV	32580	\$0.00	\$241,398.88	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
7783	03/03/2014	02/01/2014	\$241,398.88	Service Release		SVT	32580	(\$3,453.82)	\$0.00	\$0.00	(\$3,453.82)	\$0.00	\$0.00	\$0.00	\$0.00
7783	02/28/2014	02/01/2014	\$241,398.88	Interest On Escrow		EIS	32584	\$9.54	\$0.00	\$0.00	\$9.54	\$0.00	\$0.00	\$0.00	\$0.00
7783	02/17/2014	02/01/2014	\$241,398.88	PAYMENT		AP	00321	\$1,715.47	\$646.88	\$680.75	\$387.84	\$0.00	\$0.00	\$0.00	\$0.00
7783	01/30/2014	11/01/2013	\$243,334.07	PAYMENT		PR0	13802	(\$2,013.03)	(\$1,286.50)	(\$1,368.76)	(\$775.68)	\$0.00	\$1,417.91	\$0.00	\$0.00
7783	01/30/2014	11/01/2013	\$0.00	Unapplied		UFU	13802	\$1,417.91	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
7783	01/30/2014	12/01/2013	\$242,690.82	Curtailment		CTR	13802	(\$3,133.38)	(\$3,133.38)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
7783	01/30/2014	12/01/2013	\$240,975.35	Curtailment		CWP	13802	\$1,715.47	\$1,715.47	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
7783	01/30/2014	12/01/2013	\$242,690.82	PAYMENT		PA	13802	\$3,430.94	\$1,286.50	\$1,368.76	\$775.68	\$0.00	\$0.00	\$0.00	\$0.00
7783	01/30/2014	12/01/2013	\$241,272.91	PAYMENT		PR0	13802	(\$1,715.47)	(\$649.05)	(\$678.58)	(\$387.84)	\$0.00	\$0.00	\$0.00	\$0.00
7783	01/30/2014	01/01/2014	\$242,045.76	PAYMENT		PA	13802	\$1,715.47	\$645.06	\$682.57	\$387.84	\$0.00	\$0.00	\$0.00	\$0.00
7783	01/30/2014	01/01/2014	\$242,045.76	PAYMENT		SR0	13802	(\$1,417.91)	\$0.00	\$0.00	\$0.00	\$0.00	(\$1,417.91)	\$0.00	\$0.00

Loan History

Date Data as-of: March 5, 2014

Account Number	Trans Added Date	Date Interest Paid Current	Prin Bal after trans	Transaction Description	Transaction Reason Code	Trans Type	Teller ID	Trans Amount	To Principal	To Interest Amt	To Escrow Amt	To Fee Amt	To Unapplied Funds Amt	To Credit Insurance Amt	To Late Charge Amt
7783	01/30/2014	01/01/2014	\$0.00	Unapplied		UFU	13802	(\$1,417.91)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
7783	01/16/2014	11/01/2013	\$243,334.07	PAYMENT		PR0	01653	(\$1,715.47)	(\$643.25)	(\$684.38)	(\$387.84)	\$0.00	\$0.00	\$0.00	\$0.00
7783	01/16/2014	11/01/2013	\$243,334.07	PAYMENT		SR	01653	\$1,417.91	\$0.00	\$0.00	\$0.00	\$0.00	\$1,417.91	\$0.00	\$0.00
7783	01/16/2014	11/01/2013	\$0.00	Unapplied		UFU	01653	\$1,417.91	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
7783	01/16/2014	12/01/2013	\$241,272.91	Curtailement		CWP	01653	\$1,417.91	\$1,417.91	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
7783	01/16/2014	12/01/2013	\$242,690.82	PAYMENT		PR0	01653	(\$1,715.47)	(\$645.06)	(\$682.57)	(\$387.84)	\$0.00	\$0.00	\$0.00	\$0.00
7783	01/16/2014	12/01/2013	\$242,690.82	PAYMENT		RP	01653	\$297.56	\$643.25	\$684.38	\$387.84	\$0.00	(\$1,417.91)	\$0.00	\$0.00
7783	01/16/2014	12/01/2013	\$0.00	Unapplied		UFU	01653	(\$1,417.91)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
7783	01/16/2014	01/01/2014	\$240,623.86	PAYMENT		RP	01653	\$1,715.47	\$649.05	\$678.58	\$387.84	\$0.00	\$0.00	\$0.00	\$0.00
7783	01/13/2014	01/01/2014	\$242,045.76	PAYMENT		AP	00430	\$1,715.47	\$645.06	\$682.57	\$387.84	\$0.00	\$0.00	\$0.00	\$0.00
7783	12/31/2013	12/01/2013	\$242,690.82	Interest On Escrow		EI	32046	\$38.51	\$0.00	\$0.00	\$38.51	\$0.00	\$0.00	\$0.00	\$0.00
7783	12/24/2013	12/01/2013	\$242,690.82	PAYMENT		AP	00606	\$1,715.47	\$643.25	\$684.38	\$387.84	\$0.00	\$0.00	\$0.00	\$0.00
7783	12/17/2013	11/01/2013	\$0.00	Comment		SLC	00000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
7783	11/11/2013	11/01/2013	\$243,334.07	Escrow Disb-Tax Count		E90	32687	(\$1,248.41)	\$0.00	\$0.00	(\$1,248.41)	\$0.00	\$0.00	\$0.00	\$0.00
7783	11/08/2013	11/01/2013	\$243,334.07	PAYMENT		AP	00430	\$1,731.26	\$631.85	\$711.57	\$387.84	\$0.00	\$0.00	\$0.00	\$0.00
7783	10/09/2013	10/01/2013	\$243,965.92	PAYMENT		AP	00430	\$1,731.26	\$630.02	\$713.40	\$387.84	\$0.00	\$0.00	\$0.00	\$0.00
7783	09/09/2013	09/01/2013	\$244,595.94	PAYMENT		AP	00430	\$1,731.26	\$628.18	\$715.24	\$387.84	\$0.00	\$0.00	\$0.00	\$0.00
7783	08/08/2013	08/01/2013	\$245,224.12	PAYMENT		AP	00430	\$1,731.26	\$626.36	\$717.06	\$387.84	\$0.00	\$0.00	\$0.00	\$0.00
7783	07/10/2013	07/01/2013	\$245,850.48	PAYMENT		AP	00430	\$1,731.26	\$624.53	\$718.89	\$387.84	\$0.00	\$0.00	\$0.00	\$0.00
7783	06/10/2013	06/01/2013	\$246,475.01	PAYMENT		AP	00430	\$1,731.26	\$622.72	\$720.70	\$387.84	\$0.00	\$0.00	\$0.00	\$0.00
7783	05/08/2013	05/01/2013	\$247,097.73	PAYMENT		AP	00430	\$1,747.46	\$611.33	\$748.29	\$387.84	\$0.00	\$0.00	\$0.00	\$0.00
7783	04/08/2013	04/01/2013	\$247,709.06	PAYMENT		AP	00430	\$1,717.48	\$609.49	\$750.13	\$357.86	\$0.00	\$0.00	\$0.00	\$0.00
7783	04/04/2013	03/01/2013	\$248,318.55	PAYMENT		SRA	00405	\$419.15	\$0.00	\$0.00	\$419.15	\$0.00	\$0.00	\$0.00	\$0.00
7783	03/22/2013	03/01/2013	\$248,318.55	Escrow Disb-Fire		E20	32022	(\$688.00)	\$0.00	\$0.00	(\$688.00)	\$0.00	\$0.00	\$0.00	\$0.00
7783	03/14/2013	03/01/2013	\$248,318.55	Escrow Disb-Tax Count		E90	32687	(\$1,983.09)	\$0.00	\$0.00	(\$1,983.09)	\$0.00	\$0.00	\$0.00	\$0.00
7783	03/11/2013	03/01/2013	\$248,318.55	PAYMENT		AP	00430	\$1,717.48	\$607.66	\$751.96	\$357.86	\$0.00	\$0.00	\$0.00	\$0.00
7783	02/11/2013	01/01/2013	\$249,532.04	PAYMENT		RT	03680	(\$3,671.62)	(\$605.83)	(\$753.79)	(\$2,312.00)	\$0.00	\$0.00	\$0.00	\$0.00
7783	02/11/2013	02/01/2013	\$248,926.21	PAYMENT		PT	03680	\$3,671.62	\$605.83	\$753.79	\$2,312.00	\$0.00	\$0.00	\$0.00	\$0.00
7783	02/08/2013	02/01/2013	\$248,926.21	PAYMENT		AP	00430	\$1,717.48	\$605.83	\$753.79	\$357.86	\$0.00	\$0.00	\$0.00	\$0.00
7783	01/04/2013	01/01/2013	\$249,532.04	PAYMENT		AP	00430	\$1,717.48	\$604.00	\$755.62	\$357.86	\$0.00	\$0.00	\$0.00	\$0.00
7783	12/31/2012	12/01/2012	\$250,136.04	Interest On Escrow		EI	32046	\$30.71	\$0.00	\$0.00	\$30.71	\$0.00	\$0.00	\$0.00	\$0.00
7783	12/07/2012	12/01/2012	\$250,136.04	PAYMENT		AP	00430	\$1,717.48	\$602.18	\$757.44	\$357.86	\$0.00	\$0.00	\$0.00	\$0.00

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7783	11/09/2012	11/01/2012	\$250,738.22	PAYMENT		AP	00403	\$1,734.23	\$590.97	\$785.40	\$357.86	\$0.00	\$0.00	\$0.00	\$0.00
7783	11/07/2012	10/01/2012	\$251,329.19	Escrow Disb-Tax Count		E90	32687	(\$1,983.09)	\$0.00	\$0.00	(\$1,983.09)	\$0.00	\$0.00	\$0.00	\$0.00
7783	10/11/2012	10/01/2012	\$251,329.19	PAYMENT		AP	00430	\$1,734.23	\$589.13	\$787.24	\$357.86	\$0.00	\$0.00	\$0.00	\$0.00
7783	09/10/2012	09/01/2012	\$251,918.32	PAYMENT		AP	00430	\$1,734.23	\$587.29	\$789.08	\$357.86	\$0.00	\$0.00	\$0.00	\$0.00
7783	08/14/2012	08/01/2012	\$252,505.61	PAYMENT		AP	00430	\$1,734.23	\$585.46	\$790.91	\$357.86	\$0.00	\$0.00	\$0.00	\$0.00
7783	07/09/2012	07/01/2012	\$253,091.07	PAYMENT		AP	00430	\$1,734.23	\$583.64	\$792.73	\$357.86	\$0.00	\$0.00	\$0.00	\$0.00
7783	06/11/2012	06/01/2012	\$253,674.71	PAYMENT		AP	00430	\$1,734.23	\$581.82	\$794.55	\$357.86	\$0.00	\$0.00	\$0.00	\$0.00
7783	05/09/2012	04/01/2012	\$254,876.40	PAYMENT		SRA	00405	\$248.00	\$0.00	\$0.00	\$248.00	\$0.00	\$0.00	\$0.00	\$0.00
7783	05/09/2012	05/01/2012	\$254,256.53	Curtailment		CWA	00430	\$20.66	\$20.66	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
7783	05/09/2012	05/01/2012	\$254,277.19	PAYMENT		AP	00430	\$1,700.46	\$599.21	\$743.39	\$357.86	\$0.00	\$0.00	\$0.00	\$0.00
7783	04/09/2012	04/01/2012	\$254,876.40	PAYMENT		AP	00430	\$1,772.35	\$597.47	\$745.13	\$429.75	\$0.00	\$0.00	\$0.00	\$0.00
7783	03/22/2012	03/01/2012	\$255,473.87	Escrow Disb-Fire		E20	32022	(\$688.00)	\$0.00	\$0.00	(\$688.00)	\$0.00	\$0.00	\$0.00	\$0.00
7783	03/12/2012	03/01/2012	\$255,473.87	PAYMENT		AP	00430	\$1,772.35	\$595.73	\$746.87	\$429.75	\$0.00	\$0.00	\$0.00	\$0.00
7783	03/07/2012	02/01/2012	\$256,069.60	Escrow Disb-Tax Count		E90	32687	(\$1,755.51)	\$0.00	\$0.00	(\$1,755.51)	\$0.00	\$0.00	\$0.00	\$0.00
7783	02/09/2012	02/01/2012	\$256,069.60	PAYMENT		AP	00430	\$1,772.35	\$594.00	\$748.60	\$429.75	\$0.00	\$0.00	\$0.00	\$0.00
7783	01/11/2012	01/01/2012	\$256,663.60	PAYMENT		AP	00430	\$1,772.35	\$592.27	\$750.33	\$429.75	\$0.00	\$0.00	\$0.00	\$0.00
7783	12/30/2011	12/01/2011	\$257,255.87	Interest On Escrow		EI	32046	\$17.75	\$0.00	\$0.00	\$17.75	\$0.00	\$0.00	\$0.00	\$0.00
7783	12/13/2011	12/01/2011	\$257,255.87	PAYMENT		AP	00430	\$1,772.35	\$590.55	\$752.05	\$429.75	\$0.00	\$0.00	\$0.00	\$0.00
7783	11/09/2011	11/01/2011	\$257,846.42	Escrow Disb-Tax Count		E90	32687	(\$1,880.87)	\$0.00	\$0.00	(\$1,880.87)	\$0.00	\$0.00	\$0.00	\$0.00
7783	11/09/2011	11/01/2011	\$257,846.42	PAYMENT		AP	00430	\$1,772.35	\$588.83	\$753.77	\$429.75	\$0.00	\$0.00	\$0.00	\$0.00
7783	10/10/2011	10/01/2011	\$258,435.25	PAYMENT		RP	18356	\$1,772.35	\$587.12	\$755.48	\$429.75	\$0.00	\$0.00	\$0.00	\$0.00
7783	09/30/2011	09/01/2011	\$259,022.37	Non-Cash		AA	11745	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$67.13
7783	09/30/2011	09/01/2011	\$0.00	Unapplied		UI	11745	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$67.13
7783	09/30/2011	09/01/2011	\$0.00	Waiver	07	LCW	11745	\$67.13	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
7783	09/23/2011	09/01/2011	\$259,022.37	PAYMENT		PA	11496	\$1,772.35	\$585.41	\$757.19	\$429.75	\$0.00	\$0.00	\$0.00	\$0.00
7783	09/23/2011	09/01/2011	\$0.00	Unapplied		UI	11496	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$67.13)
7783	09/17/2011	08/01/2011	\$0.00	Comment		SLC	00000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
7783	08/10/2011	08/01/2011	\$259,607.78	PAYMENT		AP	00430	\$1,772.35	\$583.71	\$758.89	\$429.75	\$0.00	\$0.00	\$0.00	\$0.00
7783	07/11/2011	07/01/2011	\$260,191.49	PAYMENT		AP	00430	\$1,772.35	\$582.01	\$760.59	\$429.75	\$0.00	\$0.00	\$0.00	\$0.00
7783	06/08/2011	06/01/2011	\$260,773.50	PAYMENT		AP	00430	\$1,772.35	\$580.32	\$762.28	\$429.75	\$0.00	\$0.00	\$0.00	\$0.00
7783	05/11/2011	05/01/2011	\$261,353.82	PAYMENT		AP	00430	\$1,772.35	\$578.63	\$763.97	\$429.75	\$0.00	\$0.00	\$0.00	\$0.00
7783	04/08/2011	04/01/2011	\$261,932.45	PAYMENT		AP	00430	\$1,612.75	\$576.95	\$765.65	\$270.15	\$0.00	\$0.00	\$0.00	\$0.00

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7783	03/22/2011	03/01/2011	\$262,509.40	Escrow Disb-Fire		E20	32022	(\$658.00)	\$0.00	\$0.00	(\$658.00)	\$0.00	\$0.00	\$0.00	\$0.00
7783	03/10/2011	03/01/2011	\$262,509.40	PAYMENT		AP	00430	\$1,612.75	\$575.27	\$767.33	\$270.15	\$0.00	\$0.00	\$0.00	\$0.00
7783	03/09/2011	02/01/2011	\$263,084.67	Escrow Disb-Tax Count		E90	32687	(\$1,721.06)	\$0.00	\$0.00	(\$1,721.06)	\$0.00	\$0.00	\$0.00	\$0.00
7783	02/14/2011	02/01/2011	\$263,084.67	PAYMENT		AP	00430	\$1,612.75	\$573.60	\$769.00	\$270.15	\$0.00	\$0.00	\$0.00	\$0.00
7783	01/13/2011	01/01/2011	\$263,658.27	PAYMENT		AP	00430	\$1,612.75	\$571.93	\$770.67	\$270.15	\$0.00	\$0.00	\$0.00	\$0.00
7783	12/31/2010	12/01/2010	\$264,230.20	Interest On Escrow		EI	32046	\$26.41	\$0.00	\$0.00	\$26.41	\$0.00	\$0.00	\$0.00	\$0.00
7783	12/09/2010	12/01/2010	\$264,230.20	PAYMENT		AP	00430	\$1,612.75	\$570.27	\$772.33	\$270.15	\$0.00	\$0.00	\$0.00	\$0.00
7783	11/10/2010	11/01/2010	\$264,800.47	Escrow Disb-Tax Count		E90	32687	(\$1,721.06)	\$0.00	\$0.00	(\$1,721.06)	\$0.00	\$0.00	\$0.00	\$0.00
7783	11/08/2010	11/01/2010	\$264,800.47	PAYMENT		AP	00422	\$1,612.75	\$568.61	\$773.99	\$270.15	\$0.00	\$0.00	\$0.00	\$0.00
7783	10/11/2010	10/01/2010	\$265,369.08	PAYMENT		AP	00430	\$1,612.75	\$566.95	\$775.65	\$270.15	\$0.00	\$0.00	\$0.00	\$0.00
7783	09/09/2010	09/01/2010	\$265,936.03	PAYMENT		AP	00430	\$1,612.75	\$565.30	\$777.30	\$270.15	\$0.00	\$0.00	\$0.00	\$0.00
7783	08/11/2010	08/01/2010	\$266,501.33	PAYMENT		AP	00430	\$1,612.75	\$563.66	\$778.94	\$270.15	\$0.00	\$0.00	\$0.00	\$0.00
7783	07/12/2010	07/01/2010	\$267,064.99	PAYMENT		AP	00401	\$1,612.75	\$562.02	\$780.58	\$270.15	\$0.00	\$0.00	\$0.00	\$0.00
7783	06/09/2010	06/01/2010	\$267,627.01	PAYMENT		AP	00430	\$1,612.75	\$560.39	\$782.21	\$270.15	\$0.00	\$0.00	\$0.00	\$0.00
7783	05/12/2010	05/01/2010	\$268,187.40	PAYMENT		AP	00430	\$1,555.21	\$0.00	\$1,285.06	\$270.15	\$0.00	\$0.00	\$0.00	\$0.00
7783	04/09/2010	04/01/2010	\$268,187.40	PAYMENT		AP	00430	\$1,630.21	\$0.00	\$1,285.06	\$345.15	\$0.00	\$0.00	\$0.00	\$0.00
7783	03/23/2010	03/01/2010	\$268,187.40	Escrow Disb-Fire		E20	32022	(\$640.00)	\$0.00	\$0.00	(\$640.00)	\$0.00	\$0.00	\$0.00	\$0.00
7783	03/12/2010	03/01/2010	\$268,187.40	PAYMENT		AP	00430	\$1,630.21	\$0.00	\$1,285.06	\$345.15	\$0.00	\$0.00	\$0.00	\$0.00
7783	03/10/2010	02/01/2010	\$268,187.40	Escrow Disb-Tax Count		E90	32687	(\$1,361.41)	\$0.00	\$0.00	(\$1,361.41)	\$0.00	\$0.00	\$0.00	\$0.00
7783	03/08/2010	02/01/2010	\$268,187.40	Escrow Disb		E01	32262	(\$1,042.85)	\$0.00	\$0.00	(\$1,042.85)	\$0.00	\$0.00	\$0.00	\$0.00
7783	02/11/2010	02/01/2010	\$268,187.40	PAYMENT		AP	00430	\$1,630.21	\$0.00	\$1,285.06	\$345.15	\$0.00	\$0.00	\$0.00	\$0.00
7783	01/11/2010	01/01/2010	\$268,187.40	PAYMENT		AP	00430	\$1,630.21	\$0.00	\$1,285.06	\$345.15	\$0.00	\$0.00	\$0.00	\$0.00
7783	12/31/2009	12/01/2009	\$268,187.40	Interest On Escrow		EI	32046	\$33.83	\$0.00	\$0.00	\$33.83	\$0.00	\$0.00	\$0.00	\$0.00
7783	12/10/2009	12/01/2009	\$268,187.40	PAYMENT		AP	00430	\$1,694.46	\$0.00	\$1,285.06	\$345.15	\$0.00	\$0.00	\$0.00	\$64.25
7783	12/10/2009	12/01/2009	\$0.00	Unapplied		UI	00430	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$64.25
7783	11/11/2009	11/01/2009	\$268,187.40	Escrow Disb-Tax Count		E90	32687	(\$1,361.41)	\$0.00	\$0.00	(\$1,361.41)	\$0.00	\$0.00	\$0.00	\$0.00
7783	11/09/2009	11/01/2009	\$268,187.40	PAYMENT		AP	00430	\$1,630.21	\$0.00	\$1,285.06	\$345.15	\$0.00	\$0.00	\$0.00	\$0.00
7783	10/12/2009	10/01/2009	\$268,187.40	PAYMENT		AP	00430	\$1,630.21	\$0.00	\$1,285.06	\$345.15	\$0.00	\$0.00	\$0.00	\$0.00
7783	09/11/2009	09/01/2009	\$268,187.40	PAYMENT		AP	00430	\$1,630.21	\$0.00	\$1,285.06	\$345.15	\$0.00	\$0.00	\$0.00	\$0.00
7783	08/11/2009	08/01/2009	\$268,187.40	PAYMENT		AP	00430	\$1,630.21	\$0.00	\$1,285.06	\$345.15	\$0.00	\$0.00	\$0.00	\$0.00
7783	07/13/2009	06/01/2009	\$268,187.40	PAYMENT		AP	00430	\$1,630.21	\$0.00	\$1,285.06	\$345.15	\$0.00	\$0.00	\$0.00	\$0.00
7783	07/13/2009	07/01/2009	\$268,187.40	PAYMENT		AP	00430	\$1,630.21	\$0.00	\$1,285.06	\$345.15	\$0.00	\$0.00	\$0.00	\$0.00

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7783	07/13/2009	07/01/2009	\$268,187.40	PAYMENT		SRA	00430	(\$1,285.06)	\$0.00	\$0.00	\$0.00	\$0.00	(\$1,285.06)	\$0.00	\$0.00
7783	07/13/2009	07/01/2009	\$0.00	Unapplied		UFF	00430	(\$1,285.06)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
7783	07/13/2009	07/16/2009	\$0.00	Comment		RPD	00430	\$1,975.36	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
7783	07/07/2009	05/01/2009	\$268,187.40	Non-Cash		AA	26614	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$64.25)
7783	07/07/2009	05/01/2009	\$0.00	Unapplied		UFF	00000	\$1,285.06	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
7783	07/07/2009	05/01/2009	\$0.00	Unapplied		UFU	26614	(\$1,285.06)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
7783	07/07/2009	05/01/2009	\$0.00	Unapplied		UI	26614	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$64.25)
7783	06/10/2009	05/01/2009	\$268,187.40	PAYMENT		SRA	00430	\$1,285.06	\$0.00	\$0.00	\$0.00	\$0.00	\$1,285.06	\$0.00	\$0.00
7783	06/10/2009	05/01/2009	\$0.00	Unapplied		UFU	00430	\$1,285.06	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
7783	05/11/2009	05/01/2009	\$268,187.40	PAYMENT		AP	00430	\$1,630.21	\$0.00	\$1,285.06	\$345.15	\$0.00	\$0.00	\$0.00	\$0.00
7783	04/13/2009	04/01/2009	\$268,187.40	PAYMENT		AP	00430	\$1,645.00	\$0.00	\$1,285.06	\$359.94	\$0.00	\$0.00	\$0.00	\$0.00
7783	03/24/2009	03/01/2009	\$268,187.40	Escrow Disb-Fire		E20	32022	(\$519.00)	\$0.00	\$0.00	(\$519.00)	\$0.00	\$0.00	\$0.00	\$0.00
7783	03/11/2009	03/01/2009	\$268,187.40	Escrow Disb-Tax Count		E90	32687	(\$1,831.93)	\$0.00	\$0.00	(\$1,831.93)	\$0.00	\$0.00	\$0.00	\$0.00
7783	03/11/2009	03/01/2009	\$268,187.40	PAYMENT		AP	00430	\$1,645.00	\$0.00	\$1,285.06	\$359.94	\$0.00	\$0.00	\$0.00	\$0.00
7783	03/09/2009	02/01/2009	\$268,187.40	Escrow Disb		E01	32262	(\$243.06)	\$0.00	\$0.00	(\$243.06)	\$0.00	\$0.00	\$0.00	\$0.00
7783	02/16/2009	02/01/2009	\$268,187.40	PAYMENT		AP	00403	\$1,645.00	\$0.00	\$1,285.06	\$359.94	\$0.00	\$0.00	\$0.00	\$0.00
7783	01/09/2009	01/01/2009	\$268,187.40	PAYMENT		AP	00430	\$1,645.00	\$0.00	\$1,285.06	\$359.94	\$0.00	\$0.00	\$0.00	\$0.00
7783	12/31/2008	12/01/2008	\$268,187.40	Interest On Escrow		EI	32046	\$35.77	\$0.00	\$0.00	\$35.77	\$0.00	\$0.00	\$0.00	\$0.00
7783	12/30/2008	12/01/2008	\$268,187.40	Interest On Escrow		EI	25101	\$11.25	\$0.00	\$0.00	\$11.25	\$0.00	\$0.00	\$0.00	\$0.00
7783	12/12/2008	12/01/2008	\$268,187.40	PAYMENT		AP	00430	\$1,645.00	\$0.00	\$1,285.06	\$359.94	\$0.00	\$0.00	\$0.00	\$0.00
7783	11/11/2008	11/01/2008	\$268,187.40	Escrow Disb-Tax Count		E90	32687	(\$1,831.93)	\$0.00	\$0.00	(\$1,831.93)	\$0.00	\$0.00	\$0.00	\$0.00
7783	11/10/2008	11/01/2008	\$268,187.40	PAYMENT		AP	00430	\$1,645.00	\$0.00	\$1,285.06	\$359.94	\$0.00	\$0.00	\$0.00	\$0.00
7783	10/09/2008	10/01/2008	\$268,187.40	PAYMENT		AP	00430	\$1,645.00	\$0.00	\$1,285.06	\$359.94	\$0.00	\$0.00	\$0.00	\$0.00
7783	09/11/2008	09/01/2008	\$268,187.40	PAYMENT		AP	00430	\$1,645.00	\$0.00	\$1,285.06	\$359.94	\$0.00	\$0.00	\$0.00	\$0.00
7783	08/14/2008	08/01/2008	\$268,187.40	PAYMENT		AP	00430	\$1,645.00	\$0.00	\$1,285.06	\$359.94	\$0.00	\$0.00	\$0.00	\$0.00
7783	07/10/2008	07/01/2008	\$268,187.40	PAYMENT		AP	00430	\$1,645.00	\$0.00	\$1,285.06	\$359.94	\$0.00	\$0.00	\$0.00	\$0.00
7783	06/11/2008	06/01/2008	\$268,187.40	PAYMENT		AP	00430	\$1,645.00	\$0.00	\$1,285.06	\$359.94	\$0.00	\$0.00	\$0.00	\$0.00
7783	05/09/2008	05/01/2008	\$268,187.40	PAYMENT		AP	00430	\$1,645.00	\$0.00	\$1,285.06	\$359.94	\$0.00	\$0.00	\$0.00	\$0.00
7783	04/10/2008	04/01/2008	\$268,187.40	PAYMENT		AP	00430	\$1,659.12	\$0.00	\$1,285.06	\$374.06	\$0.00	\$0.00	\$0.00	\$0.00
7783	03/24/2008	03/01/2008	\$268,187.40	Escrow Disb-Fire		E20	32022	(\$478.00)	\$0.00	\$0.00	(\$478.00)	\$0.00	\$0.00	\$0.00	\$0.00
7783	03/17/2008	03/01/2008	\$268,187.40	Escrow Disb-Tax Count		E90	32687	(\$1,926.19)	\$0.00	\$0.00	(\$1,926.19)	\$0.00	\$0.00	\$0.00	\$0.00
7783	03/12/2008	03/01/2008	\$268,187.40	PAYMENT		AP	00430	\$1,659.12	\$0.00	\$1,285.06	\$374.06	\$0.00	\$0.00	\$0.00	\$0.00

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Account Number	Trans Added Date	Date Interest Paid Current	Prin Bal after trans	Transaction Description	Transaction Reason Code	Trans Type	Teller ID	Trans Amount	To Principal	To Interest Amt	To Escrow Amt	To Fee Amt	To Unapplied Funds Amt	To Credit Insurance Amt	To Late Charge Amt
7783	03/10/2008	02/01/2008	\$268,187.40	Escrow Disb		E01	32262	(\$224.74)	\$0.00	\$0.00	(\$224.74)	\$0.00	\$0.00	\$0.00	\$0.00
7783	02/12/2008	02/01/2008	\$268,187.40	PAYMENT		AP	00606	\$1,659.12	\$0.00	\$1,285.06	\$374.06	\$0.00	\$0.00	\$0.00	\$0.00
7783	01/11/2008	01/01/2008	\$268,187.40	PAYMENT		AP	00430	\$1,659.12	\$0.00	\$1,285.06	\$374.06	\$0.00	\$0.00	\$0.00	\$0.00
7783	12/31/2007	12/01/2007	\$268,187.40	Interest On Escrow		EI	32046	\$29.24	\$0.00	\$0.00	\$29.24	\$0.00	\$0.00	\$0.00	\$0.00
7783	12/13/2007	12/01/2007	\$268,187.40	PAYMENT		AP	00430	\$1,659.12	\$0.00	\$1,285.06	\$374.06	\$0.00	\$0.00	\$0.00	\$0.00
7783	11/09/2007	11/01/2007	\$268,187.40	PAYMENT		AP	00430	\$1,659.12	\$0.00	\$1,285.06	\$374.06	\$0.00	\$0.00	\$0.00	\$0.00
7783	11/08/2007	10/01/2007	\$268,187.40	Escrow Disb-Tax Count		E90	32687	(\$1,926.19)	\$0.00	\$0.00	(\$1,926.19)	\$0.00	\$0.00	\$0.00	\$0.00
7783	10/11/2007	10/01/2007	\$268,187.40	PAYMENT		AP	00430	\$1,659.12	\$0.00	\$1,285.06	\$374.06	\$0.00	\$0.00	\$0.00	\$0.00
7783	09/10/2007	09/01/2007	\$268,187.40	PAYMENT		AP	00430	\$1,659.12	\$0.00	\$1,285.06	\$374.06	\$0.00	\$0.00	\$0.00	\$0.00
7783	08/13/2007	08/01/2007	\$268,187.40	PAYMENT		AP	00430	\$1,659.12	\$0.00	\$1,285.06	\$374.06	\$0.00	\$0.00	\$0.00	\$0.00
7783	07/11/2007	07/01/2007	\$268,187.40	PAYMENT		AP	00430	\$1,659.12	\$0.00	\$1,285.06	\$374.06	\$0.00	\$0.00	\$0.00	\$0.00
7783	06/11/2007	06/01/2007	\$268,187.40	PAYMENT		AP	00430	\$1,659.12	\$0.00	\$1,285.06	\$374.06	\$0.00	\$0.00	\$0.00	\$0.00
7783	05/07/2007	05/01/2007	\$268,187.40	Curtailment		CWA	00430	\$161.54	\$161.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
7783	05/07/2007	05/01/2007	\$268,348.94	PAYMENT		AP	00430	\$1,659.90	\$0.00	\$1,285.84	\$374.06	\$0.00	\$0.00	\$0.00	\$0.00
7783	04/03/2007	04/01/2007	\$268,348.94	PAYMENT		SRA	00405	\$1,938.42	\$0.00	\$0.00	\$1,938.42	\$0.00	\$0.00	\$0.00	\$0.00
7783	04/02/2007	04/01/2007	\$268,348.94	Curtailment		CWA	00430	\$151.06	\$151.06	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
7783	04/02/2007	04/01/2007	\$268,500.00	PAYMENT		AP	00430	\$1,509.57	\$0.00	\$1,286.56	\$223.01	\$0.00	\$0.00	\$0.00	\$0.00
7783	03/22/2007	03/01/2007	\$268,500.00	Escrow Disb-Fire		E20	32022	(\$467.00)	\$0.00	\$0.00	(\$467.00)	\$0.00	\$0.00	\$0.00	\$0.00
7783	03/12/2007	03/01/2007	\$268,500.00	Escrow Disb-Tax Count		E90	32687	(\$2,011.92)	\$0.00	\$0.00	(\$2,011.92)	\$0.00	\$0.00	\$0.00	\$0.00
7783	03/12/2007	03/01/2007	\$268,500.00	PAYMENT		AP	00430	\$1,509.57	\$0.00	\$1,286.56	\$223.01	\$0.00	\$0.00	\$0.00	\$0.00
7783	02/12/2007	02/01/2007	\$268,500.00	PAYMENT		AP	00730	\$1,509.57	\$0.00	\$1,286.56	\$223.01	\$0.00	\$0.00	\$0.00	\$0.00
7783	01/10/2007	01/01/2007	\$268,500.00	PAYMENT		AP	00730	\$1,509.57	\$0.00	\$1,286.56	\$223.01	\$0.00	\$0.00	\$0.00	\$0.00
7783	12/29/2006	12/01/2006	\$268,500.00	Interest On Escrow		EI	32046	\$19.24	\$0.00	\$0.00	\$19.24	\$0.00	\$0.00	\$0.00	\$0.00
7783	12/11/2006	12/01/2006	\$268,500.00	PAYMENT		AP	00730	\$1,509.57	\$0.00	\$1,286.56	\$223.01	\$0.00	\$0.00	\$0.00	\$0.00
7783	11/13/2006	11/01/2006	\$268,500.00	PAYMENT		AP	00730	\$1,509.57	\$0.00	\$1,286.56	\$223.01	\$0.00	\$0.00	\$0.00	\$0.00
7783	11/08/2006	10/01/2006	\$268,500.00	Escrow Disb-Tax Count		E90	32687	(\$2,011.92)	\$0.00	\$0.00	(\$2,011.92)	\$0.00	\$0.00	\$0.00	\$0.00
7783	10/06/2006	10/01/2006	\$268,500.00	PAYMENT		AP	00730	\$1,509.57	\$0.00	\$1,286.56	\$223.01	\$0.00	\$0.00	\$0.00	\$0.00
7783	09/08/2006	09/01/2006	\$268,500.00	PAYMENT		AP	00730	\$1,509.57	\$0.00	\$1,286.56	\$223.01	\$0.00	\$0.00	\$0.00	\$0.00
7783	08/11/2006	08/01/2006	\$268,500.00	PAYMENT		AP	00730	\$1,509.57	\$0.00	\$1,286.56	\$223.01	\$0.00	\$0.00	\$0.00	\$0.00
7783	07/13/2006	07/01/2006	\$268,500.00	PAYMENT		AP	00730	\$1,509.57	\$0.00	\$1,286.56	\$223.01	\$0.00	\$0.00	\$0.00	\$0.00
7783	06/12/2006	06/01/2006	\$268,500.00	PAYMENT		AP	00730	\$1,509.57	\$0.00	\$1,286.56	\$223.01	\$0.00	\$0.00	\$0.00	\$0.00
7783	05/09/2006	05/01/2006	\$268,500.00	PAYMENT		AP	00730	\$1,509.57	\$0.00	\$1,286.56	\$223.01	\$0.00	\$0.00	\$0.00	\$0.00

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Account Number	Trans Added Date	Date Interest Paid Current	Prin Bal after trans	Transaction Description	Transaction Reason Code	Trans Type	Teller ID	Trans Amount	To Principal	To Interest Amt	To Escrow Amt	To Fee Amt	To Unapplied Funds Amt	To Credit Insurance Amt	To Late Charge Amt
7783	04/10/2006	04/01/2006	\$268,500.00	PAYMENT		AP	00730	\$1,697.23	\$0.00	\$1,286.56	\$410.67	\$0.00	\$0.00	\$0.00	\$0.00
7783	04/03/2006	03/01/2006	\$268,500.00	PAYMENT		SRA	00405	\$45.55	\$0.00	\$0.00	\$45.55	\$0.00	\$0.00	\$0.00	\$0.00
7783	03/23/2006	03/01/2006	\$268,500.00	Escrow Refund		R04	01672	\$169.06	\$0.00	\$0.00	\$169.06	\$0.00	\$0.00	\$0.00	\$0.00
7783	03/22/2006	03/01/2006	\$268,500.00	Escrow Disb-Fire		E20	32022	(\$465.00)	\$0.00	\$0.00	(\$465.00)	\$0.00	\$0.00	\$0.00	\$0.00
7783	03/09/2006	03/01/2006	\$268,500.00	Escrow Disb-Tax Count		E90	32687	(\$1,111.67)	\$0.00	\$0.00	(\$1,111.67)	\$0.00	\$0.00	\$0.00	\$0.00
7783	03/02/2006	03/01/2006	\$268,500.00	PAYMENT		AP	00730	\$1,697.23	\$0.00	\$1,286.56	\$410.67	\$0.00	\$0.00	\$0.00	\$0.00
7783	02/07/2006	02/01/2006	\$268,500.00	PAYMENT		AP	00730	\$1,697.23	\$0.00	\$1,286.56	\$410.67	\$0.00	\$0.00	\$0.00	\$0.00
7783	01/10/2006	01/01/2006	\$268,500.00	PAYMENT		AP	00730	\$1,697.23	\$0.00	\$1,286.56	\$410.67	\$0.00	\$0.00	\$0.00	\$0.00
7783	12/30/2005	12/01/2005	\$268,500.00	Interest On Escrow		EI	32046	\$15.39	\$0.00	\$0.00	\$15.39	\$0.00	\$0.00	\$0.00	\$0.00
7783	12/21/2005	12/01/2005	\$268,500.00	Escrow Disb-Tax Count		M90	07766	(\$1,948.50)	\$0.00	\$0.00	(\$1,948.50)	\$0.00	\$0.00	\$0.00	\$0.00
7783	12/07/2005	12/01/2005	\$268,500.00	Escrow Disb-Tax Count		M90	07766	(\$338.12)	\$0.00	\$0.00	(\$338.12)	\$0.00	\$0.00	\$0.00	\$0.00
7783	12/01/2005	12/01/2005	\$268,500.00	PAYMENT		AP	00730	\$1,697.23	\$0.00	\$1,286.56	\$410.67	\$0.00	\$0.00	\$0.00	\$0.00
7783	11/16/2005	11/01/2005	\$268,500.00	Escrow Disb-Tax Count		E90	32687	(\$1,111.67)	\$0.00	\$0.00	(\$1,111.67)	\$0.00	\$0.00	\$0.00	\$0.00
7783	11/04/2005	11/01/2005	\$268,500.00	PAYMENT		AP	00730	\$1,697.23	\$0.00	\$1,286.56	\$410.67	\$0.00	\$0.00	\$0.00	\$0.00
7783	09/23/2005	10/01/2005	\$268,500.00	PAYMENT		AP	00730	\$1,697.23	\$0.00	\$1,286.56	\$410.67	\$0.00	\$0.00	\$0.00	\$0.00
7783	09/12/2005	09/01/2005	\$268,500.00	PAYMENT		AP	00421	\$1,697.23	\$0.00	\$1,286.56	\$410.67	\$0.00	\$0.00	\$0.00	\$0.00
7783	09/08/2005	08/01/2005	\$268,500.00	PAYMENT		SR	09990	\$2,062.80	\$0.00	\$0.00	\$2,062.80	\$0.00	\$0.00	\$0.00	\$0.00

Comments:

Transaction s Account Number	Area ID	Trans Added Date	Trans Type	Transaction Message	Trans User Name
7783		02/18/2014	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
7783		02/13/2014	CBR	CURRENT: < 30 DAYS	SYSTEM ID
7783	CSH05	01/30/2014	CIT	008 DONE 01/30/14 BY TLR 13802	NATHTOYA SCARLETT
7783	CSH05	01/30/2014	CIT	TSK TYP 649-PMT URGENT CORR	NATHTOYA SCARLETT
7783	CSH05	01/30/2014	CIT	008 closing cit 649 - sending funds to Ocwen FL	NATHTOYA SCARLETT
7783	CSH05	01/30/2014	CIT	via wire	NATHTOYA SCARLETT
7783		01/30/2014	NT	1417.91 REVERSED-MISAPPLIED	NATHTOYA SCARLETT
7783		01/30/2014	NT	3430.94 REVERSED-MISAPPLIED	NATHTOYA SCARLETT
7783		01/30/2014	NT	3430.94 REVERSED-MISAPPLIED	NATHTOYA SCARLETT
7783	N	01/30/2014	AE	PCI ADJUSTED BY \$0.829-	NATHTOYA SCARLETT
7783	CSH	01/29/2014	NT	3p Swathi Shetty/realservcing w/id#13320 under sup	MARY JANE SIANQUITA
7783	CSH	01/29/2014	NT	Ruvina Ruzario w/ b2 and ci inq if the pmt iao	MARY JANE SIANQUITA
7783	CSH	01/29/2014	NT	1417.91 was cvd.adv that yes and was applied to	MARY JANE SIANQUITA

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7783	CSH	01/29/2014	NT	cta.b2 reqted to have it reversed and apply to her	MARY JANE SIANQUITA
7783	CSH	01/29/2014	NT	loan#7192061294 for jan pmt.reqsted reversal and	MARY JANE SIANQUITA
7783	CSH	01/29/2014	NT	adv tat.marys2001141	MARY JANE SIANQUITA
7783	INQ75	01/29/2014	CIT	008 NEW CIT649-PMT URGENT CORRECTION-GMACM	MARY JANE SIANQUITA
7783	INQ75	01/29/2014	CIT	New CIT # 649	MARY JANE SIANQUITA
7783	INQ75	01/29/2014	CIT	B2 cld re: Additional Principal Reversal	MARY JANE SIANQUITA
7783	INQ75	01/29/2014	CIT	Posted 01/16/2014 Amount Posted: 1417.91	MARY JANE SIANQUITA
7783	INQ75	01/29/2014	CIT	Reapply funds to send it to loan#7192061294	MARY JANE SIANQUITA
7783	INQ75	01/29/2014	CIT	which is fr realservcing since was reversed in	MARY JANE SIANQUITA
7783	INQ75	01/29/2014	CIT	error.adv tat.thanks marys2001141 Effective	MARY JANE SIANQUITA
7783	INQ75	01/29/2014	CIT	Date: 01/16/2014	MARY JANE SIANQUITA
7783		01/16/2014	NT	3430.94 REVERSED-MISAPPLIED	LISA SCOTT
7783	Y	01/16/2014	AE	PCI ADJUSTED BY \$0.829-	LISA SCOTT
7783		01/14/2014	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
7783		01/09/2014	CBR	CURRENT: < 30 DAYS	SYSTEM ID
7783		01/09/2014	CBR	CHANGE IN PRIMARY BORROWERS ADDR	SYSTEM ID
7783		01/07/2014	DM	EARLY IND: SCORE 098 MODEL EI16C	SYSTEM ID
7783	INQ75	01/02/2014	CIT	007 DONE 01/02/14 BY TLR 15302	KRISTINE NICOLAS
7783	INQ75	01/02/2014	CIT	TSK TYP 251-RUSH COACHLINE	KRISTINE NICOLAS
7783	INQ75	01/02/2014	CIT	007 closing cit 251 11:15am cst called cust at p#	KRISTINE NICOLAS
7783	INQ75	01/02/2014	CIT	listed ws able ttt b2 said that she ws able to	KRISTINE NICOLAS
7783	INQ75	01/02/2014	CIT	rectify the issue w/ the other ocwen platform	KRISTINE NICOLAS
7783	INQ75	01/02/2014	CIT	and pmt has been mde to them.no further	KRISTINE NICOLAS
7783	INQ75	01/02/2014	CIT	assistance needed.also adv tha this yr we are	KRISTINE NICOLAS
7783	INQ75	01/02/2014	CIT	already on process of acquiring or using the	KRISTINE NICOLAS
7783	INQ75	01/02/2014	CIT	same system\kristine n 2001042	KRISTINE NICOLAS
7783	INQ75	12/31/2013	CIT	007 NEW CIT251-RUSH COACHLINE	MARVIN CACHO
7783	INQ75	12/31/2013	CIT	new cit 251- for monitoring and cb as i no	MARVIN CACHO
7783	INQ75	12/31/2013	CIT	contact w/ borrower this is re pmt sent to the	MARVIN CACHO
7783	INQ75	12/31/2013	CIT	other ocwen platform.. targetting to orig	MARVIN CACHO
7783	INQ75	12/31/2013	CIT	teller /VinceC2001190	MARVIN CACHO
7783	INQ75	12/31/2013	CIT	005 DONE 12/31/13 BY TLR 19455	MARVIN CACHO
7783	INQ75	12/31/2013	CIT	TSK TYP 251-RUSH COACHLINE	MARVIN CACHO
7783	INQ75	12/31/2013	CIT	005 closing cit 251-will retarget to orig teller	MARVIN CACHO
7783	INQ75	12/31/2013	CIT	for monitoring.. /VinceC2001190	MARVIN CACHO

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7783		12/24/2013	DM	PROMISE KEPT 12/24/13 PROMISE DT 12/30/13	SYSTEM ID
7783	INQ90	12/24/2013	CIT	006 DONE 12/24/13 BY TLR 02593	MARGARET LANGAN
7783	INQ90	12/24/2013	CIT	TSK TYP 256-LATE CHARGE WAI	MARGARET LANGAN
7783	INQ90	12/24/2013	CIT	006 closing cit #256 (12:20pm)by-passed l.c. for	MARGARET LANGAN
7783	INQ90	12/24/2013	CIT	12/1/13 pymt...margaretl 2365395	MARGARET LANGAN
7783		12/24/2013	DM	LATE CHARGE FREEZE UPDATE 12/01/13 12/31/13 P	MARGARET LANGAN
7783	INQ90	12/24/2013	CIT	006 NEW CIT256-LATE CHARGE WAIVER	QUINTASHA POLLARD
7783	INQ90	12/24/2013	CIT	12/24/2013 12:58:44 PM ET; Amt of late chg to	QUINTASHA POLLARD
7783	INQ90	12/24/2013	CIT	be waived :66.38;Reason for waiver :adv would	QUINTASHA POLLARD
7783	INQ90	12/24/2013	CIT	have late charge payment posted to other Ocwen	QUINTASHA POLLARD
7783	INQ90	12/24/2013	CIT	acct on Realserv. TashaP4014	QUINTASHA POLLARD
7783		12/24/2013	DM	B2 CI RE THE PAYMENT CUS STATED THAT SHE WAS	QUINTASHA POLLARD
7783		12/24/2013	DM	WORKING W/ A SUPERVISOR RE THE PAYMENT CUS STATED	QUINTASHA POLLARD
7783		12/24/2013	DM	THAT THEY WERE ABLE TO LOCATE THE PAYMENT AND THAT	QUINTASHA POLLARD
7783		12/24/2013	DM	IT WAS POSTED TO HER OTHER ACCT W/ OCWEN. CUS	QUINTASHA POLLARD
7783		12/24/2013	DM	WANTED TO PAY THE DIFFERENCE TO MAKE UP THE MTHLY	QUINTASHA POLLARD
7783		12/24/2013	DM	PAYMENT ADV	QUINTASHA POLLARD
7783		12/24/2013	DM	ACTION/RESULT CD CHANGED FROM OAAI TO BRCP	QUINTASHA POLLARD
7783		12/24/2013	DM	THAT THERE IS A SUPERVISOR WORKING ON THE ACCT.	QUINTASHA POLLARD
7783		12/24/2013	DM	ATTEMPTED TO CONFERENCE IN SUPERVISOR AND WAS NOT	QUINTASHA POLLARD
7783		12/24/2013	DM	AVAILABLE. CUS WAS CONCERNED ABOUT CREDIT	QUINTASHA POLLARD
7783		12/24/2013	DM	REPORTING ADV CUS THAT I COULD PROCESS A PAYMENT	QUINTASHA POLLARD
7783		12/24/2013	DM	TODAY FOR HER DECEMBER PAYMENT AND THEN ONCE THE	QUINTASHA POLLARD
7783		12/24/2013	DM	FUNDS HAVE BEEN	QUINTASHA POLLARD
7783		12/24/2013	DM	ACTION/RESULT CD CHANGED FROM OAAI TO OAAI	QUINTASHA POLLARD
7783		12/24/2013	DM	RECDV FROM OTHER CENTER THAT SHE COULD THEN MAKE	QUINTASHA POLLARD
7783		12/24/2013	DM	THE JANUARY PAYMENT BY PAYING THE REMAINDER OF THE	QUINTASHA POLLARD
7783		12/24/2013	DM	FUNDS. PROCESSED A PBP CONFIRMATION NUMBER	QUINTASHA POLLARD
7783		12/24/2013	DM	20131224181984734 TASHAP4014	QUINTASHA POLLARD
7783		12/24/2013	DM	ACTION/RESULT CD CHANGED FROM OAAI TO OAAI	QUINTASHA POLLARD
7783		12/24/2013	DM	GAIN THE CUSTOMERS COMMITMENT TO RESOLVE THE	QUINTASHA POLLARD
7783		12/24/2013	DM	DELINQUENCY THROUGH A PROMISE TO PAY OR REPAYMENT	QUINTASHA POLLARD
7783		12/24/2013	DM	PLAN.	QUINTASHA POLLARD
7783		12/24/2013	DM	ACTION/RESULT CD CHANGED FROM BRUN TO OAAI	QUINTASHA POLLARD
7783	INQ75	12/19/2013	CIT	005 NEW CIT251-RUSH COACHLINE	KRISTINE NICOLAS

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Transaction s Account Number	Area ID	Trans Added Date	Trans Type	Transaction Message	Trans User Name
7783	INQ75	12/19/2013	CIT	new cit 251 for monitoring and cb as i no	KRISTINE NICOLAS
7783	INQ75	12/19/2013	CIT	contact w/ borrower this is re pmt sent to the	KRISTINE NICOLAS
7783	INQ75	12/19/2013	CIT	other ocwen platform\kristine n 2001042	KRISTINE NICOLAS
7783	INQ75	12/19/2013	CIT	004 DONE 12/19/13 BY TLR 15302	KRISTINE NICOLAS
7783	INQ75	12/19/2013	CIT	TSK TYP 250-TEAM LEAD ONLY:	KRISTINE NICOLAS
7783	INQ75	12/19/2013	CIT	004 closing cit 250 1st attempt 3:27pm cst called	KRISTINE NICOLAS
7783	INQ75	12/19/2013	CIT	cust at p# listed no response, lvm adv to call	KRISTINE NICOLAS
7783	INQ75	12/19/2013	CIT	cust svc ext2001042.will open cit 251 for 2nd	KRISTINE NICOLAS
7783	INQ75	12/19/2013	CIT	attempt \kristine n 2001042	KRISTINE NICOLAS
7783		12/19/2013	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
7783		12/18/2013	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		12/18/2013	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		12/18/2013	DMD	12/17/13 15:39:03 MSG TO VOICE	DAVOX INCOMING FILE
7783		12/18/2013	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		12/18/2013	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		12/18/2013	DMD	12/18/13 12:01:11 RPC No Resolution	DAVOX INCOMING FILE
7783	INQ75	12/18/2013	CIT	004 fyi to cit 250 10:26am cst tt b2 re dispute	KRISTINE NICOLAS
7783	INQ75	12/18/2013	CIT	on pmts sent to the other ocwen platform and	KRISTINE NICOLAS
7783	INQ75	12/18/2013	CIT	wnte dthat pmt to be applie dto this acct,adv	KRISTINE NICOLAS
7783	INQ75	12/18/2013	CIT	cust will hve the acct reviewed bt she rqstd	KRISTINE NICOLAS
7783	INQ75	12/18/2013	CIT	for a cb instead as she wld need to be in a	KRISTINE NICOLAS
7783	INQ75	12/18/2013	CIT	meeting ,c#4088261099 10:45am cst \kristine n	KRISTINE NICOLAS
7783	INQ75	12/18/2013	CIT	2001042	KRISTINE NICOLAS
7783		12/18/2013	DM	TTB2.CI RE PMT SENT THRU REG MAIL DEC 3.SD IT WAS	MARIA D MAGALLANES
7783		12/18/2013	DM	POSTED TO ACCNT NO 7192061294 W/C IS IN	MARIA D MAGALLANES
7783		12/18/2013	DM	REALSERV.ADV THERE IS ALREADY A REQ FOR A SUP TO	MARIA D MAGALLANES
7783		12/18/2013	DM	RINGBACK AND PROVIDED TAT.DAHLIAM2001287	MARIA D MAGALLANES
7783		12/18/2013	DM	ACTION/RESULT CD CHANGED FROM OAAI TO BRUN	MARIA D MAGALLANES
7783		12/18/2013	DM	INBOUND CALL	MARIA D MAGALLANES
7783		12/18/2013	DM	ACTION/RESULT CD CHANGED FROM BRCP TO OAAI	MARIA D MAGALLANES
7783	RFDNT	12/18/2013	NT	ttb2.rfd due to pmt dispute for dec dec w/c was	MARIA D MAGALLANES
7783	RFDNT	12/18/2013	NT	posted to acctn in realserv.dahliam2001287	MARIA D MAGALLANES
7783	INQ75	12/18/2013	CIT	004 NEW CIT250-TEAM LEAD ONLY: TL FOLLOW UP	RICARDO GAPUZ
7783	INQ75	12/18/2013	CIT	new cit 250 b1 ci says she send two paymnts on	RICARDO GAPUZ
7783	INQ75	12/18/2013	CIT	her other account with real servicing and	RICARDO GAPUZ

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7783	INQ75	12/18/2013	CIT	wants us to apply the other paymnt to this	RICARDO GAPUZ
7783	INQ75	12/18/2013	CIT	account,advc b1 that i will put hier on hold	RICARDO GAPUZ
7783	INQ75	12/18/2013	CIT	to coordinate with the realservicing,b1	RICARDO GAPUZ
7783	INQ75	12/18/2013	CIT	declined and wants to talkto sup,she wants us	RICARDO GAPUZ
7783	INQ75	12/18/2013	CIT	to take care of it and give her a call back	RICARDO GAPUZ
7783	INQ75	12/18/2013	CIT	once its resolve ricg2001049	RICARDO GAPUZ
7783		12/18/2013	DM	B2 CALLED TO VERFY THE DATE THE 11/13 PYM POSTED	LATONYA ROBERTSON
7783		12/18/2013	DM	ADVSD 11/08/13 B2 WANTD TO KNW THE AMT OF THE DEC	LATONYA ROBERTSON
7783		12/18/2013	DM	PYM \$1715.47 SHE SAID THT SHE MAILED THE PYM ON	LATONYA ROBERTSON
7783		12/18/2013	DM	12/03/13, BUST HAS NOT POSTD SHE WILL SEE IF THE	LATONYA ROBERTSON
7783		12/18/2013	DM	PYM HAS POSTED TO OTHER ACCTON REAL PLAT FORM X TO	LATONYA ROBERTSON
7783		12/18/2013	DM	REAL	LATONYA ROBERTSON
7783		12/18/2013	DM	DFLT REASON 1 CHANGED TO: PAYMENT DISPUTE	LATONYA ROBERTSON
7783		12/18/2013	DM	ACTION/RESULT CD CHANGED FROM OAAI TO BRCP	LATONYA ROBERTSON
7783		12/18/2013	DM	SERVICING FOR ASST.THNXS LR 4073	LATONYA ROBERTSON
7783		12/18/2013	DM	ACTION/RESULT CD CHANGED FROM OAAI TO OAAI	LATONYA ROBERTSON
7783		12/18/2013	DM	GAIN THE CUSTOMERS COMMITMENT TO RESOLVE THE	LATONYA ROBERTSON
7783		12/18/2013	DM	DELINQUENCY THROUGH A PROMISE TO PAY OR REPAYMENT	LATONYA ROBERTSON
7783		12/18/2013	DM	PLAN. INBOUND CALL	LATONYA ROBERTSON
7783		12/18/2013	DM	ACTION/RESULT CD CHANGED FROM OASK TO OAAI	LATONYA ROBERTSON
7783	LTLTR	12/18/2013	NT	Payment Reminder Sent.	API CSRV
7783		12/12/2013	CBR	CURRENT: < 30 DAYS	SYSTEM ID
7783		12/05/2013	DM	EARLY IND: SCORE 097 MODEL EI16C	SYSTEM ID
7783		11/14/2013	CBR	CURRENT: < 30 DAYS	SYSTEM ID
7783		11/11/2013	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
7783		11/05/2013	DM	EARLY IND: SCORE 097 MODEL EI16C	SYSTEM ID
7783		10/15/2013	CBR	CURRENT: < 30 DAYS	SYSTEM ID
7783		10/14/2013	D19	ARM CHANGE NOTICE CREATED - LETTER	SYSTEM ID
7783		10/10/2013	ET	ARM CHANGE NOTICE SCHEDULED FOR 10/11/13	SYSTEM ID
7783		10/10/2013	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
7783		10/07/2013	DM	EARLY IND: SCORE 097 MODEL EI16C	SYSTEM ID
7783		09/12/2013	CBR	CURRENT: < 30 DAYS	SYSTEM ID
7783		09/10/2013	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
7783		09/05/2013	DM	EARLY IND: SCORE 097 MODEL EI16C	SYSTEM ID
7783		08/09/2013	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID

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7783		08/08/2013	CBR	CURRENT: < 30 DAYS	SYSTEM ID
7783		08/06/2013	DM	EARLY IND: SCORE 097 MODEL EI16C	SYSTEM ID
7783		07/11/2013	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
7783		07/10/2013	CBR	CURRENT: < 30 DAYS	SYSTEM ID
7783		07/05/2013	DM	EARLY IND: SCORE 097 MODEL EI16C	SYSTEM ID
7783		06/13/2013	CBR	CURRENT: < 30 DAYS	SYSTEM ID
7783		06/11/2013	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
7783		06/05/2013	DM	EARLY IND: SCORE 097 MODEL EI16C	SYSTEM ID
7783		05/09/2013	CBR	CURRENT: < 30 DAYS	SYSTEM ID
7783		05/09/2013	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
7783		05/07/2013	DM	EARLY IND: SCORE 097 MODEL EI16C	SYSTEM ID
7783		04/11/2013	CBR	CURRENT: < 30 DAYS	SYSTEM ID
7783		04/11/2013	D19	ARM CHANGE NOTICE CREATED - LETTER	SYSTEM ID
7783		04/09/2013	ET	ARM CHANGE NOTICE SCHEDULED FOR 04/10/13	SYSTEM ID
7783		04/09/2013	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
7783		04/05/2013	DM	EARLY IND: SCORE 099 MODEL EI16C	SYSTEM ID
7783		03/18/2013	CBR	CURRENT: < 30 DAYS	SYSTEM ID
7783		03/12/2013	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
7783		03/05/2013	DM	EARLY IND: SCORE 099 MODEL EI16C	SYSTEM ID
7783		02/14/2013	CBR	CURRENT: < 30 DAYS	SYSTEM ID
7783		02/11/2013	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
7783		02/05/2013	DM	EARLY IND: SCORE 099 MODEL EI16C	SYSTEM ID
7783		01/10/2013	CBR	CURRENT: < 30 DAYS	SYSTEM ID
7783		01/07/2013	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
7783		12/14/2012	CBR	CURRENT: < 30 DAYS	SYSTEM ID
7783		12/10/2012	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
7783		12/05/2012	DM	EARLY IND: SCORE 099 MODEL EI16C	SYSTEM ID
7783		11/12/2012	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
7783		11/09/2012	CBR	CURRENT: < 30 DAYS	SYSTEM ID
7783		11/06/2012	DM	EARLY IND: SCORE 099 MODEL EI16C	SYSTEM ID
7783		10/12/2012	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
7783		10/12/2012	D19	ARM CHANGE NOTICE CREATED - LETTER	SYSTEM ID
7783		10/10/2012	ET	ARM CHANGE NOTICE SCHEDULED FOR 10/11/12	SYSTEM ID
7783		10/05/2012	DM	EARLY IND: SCORE 097 MODEL EI16C	SYSTEM ID
7783		09/11/2012	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID

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7783		09/05/2012	DM	EARLY IND: SCORE 097 MODEL EI16C	SYSTEM ID
7783		08/15/2012	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
7783		08/07/2012	DM	EARLY IND: SCORE 097 MODEL EI16C	SYSTEM ID
7783		07/10/2012	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
7783		07/05/2012	DM	EARLY IND: SCORE 099 MODEL EI16C	SYSTEM ID
7783		06/12/2012	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
7783		06/06/2012	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		06/06/2012	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		06/06/2012	DMD	06/05/12 14:57:25 NONSUCCESS	DAVOX INCOMING FILE
7783		06/05/2012	DM	EARLY IND: SCORE 099 MODEL EI16C	SYSTEM ID
7783		06/05/2012	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		06/05/2012	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		06/05/2012	DMD	06/04/12 16:20:02 SIT_TONE	DAVOX INCOMING FILE
7783		06/05/2012	DM	OB:B2 HUNG UP,NESELLEP8412485	NESELLE PADUA
7783		06/05/2012	DM	ACTION/RESULT CD CHANGED FROM BRPP TO BRUN	NESELLE PADUA
7783		06/04/2012	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		06/04/2012	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		06/04/2012	DMD	06/02/12 12:15:57 SIT_TONE	DAVOX INCOMING FILE
7783		05/14/2012	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		05/14/2012	DMD	05/03/12 16:35:56 SUCCESSFUL	DAVOX INCOMING FILE
7783		05/14/2012	DMD	05/03/12 14:11:10 RINGING	DAVOX INCOMING FILE
7783		05/10/2012	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
7783		05/09/2012	DM	PROMISE KEPT 05/09/12 PROMISE DT 05/31/12	SYSTEM ID
7783		05/07/2012	DM	EARLY IND: SCORE 099 MODEL EI16C	SYSTEM ID
7783		05/03/2012	DM	OB TT B2,SD PMT WILL NOT BE LATE AND SHE ENDED THE	DENNIS PALLE
7783		05/03/2012	DM	CALL.DENNISP8412487	DENNIS PALLE
7783		05/03/2012	DM	ACTION/RESULT CD CHANGED FROM OAAI TO BRPP	DENNIS PALLE
7783		05/03/2012	DM	PAYMENT_ARRANGEMENTS_DISCUSSED	DENNIS PALLE
7783		05/03/2012	DM	ACTION/RESULT CD CHANGED FROM BRPP TO OAAI	DENNIS PALLE
7783		04/11/2012	D19	ARM CHANGE NOTICE CREATED - LETTER	SYSTEM ID
7783		04/10/2012	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
7783		04/09/2012	DM	PROMISE KEPT 04/09/12 PROMISE DT 04/16/12	SYSTEM ID
7783		04/09/2012	ET	ARM CHANGE NOTICE SCHEDULED FOR 04/10/12	SYSTEM ID
7783		04/05/2012	DM	EARLY IND: SCORE 099 MODEL EI16C	SYSTEM ID
7783		04/03/2012	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE

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7783		04/03/2012	DMD	04/03/12 14:39:42 RINGING	DAVOX INCOMING FILE
7783		04/03/2012	DMD	04/03/12 17:27:38 SUCCESSFUL	DAVOX INCOMING FILE
7783		04/03/2012	DM	CLLD B2 SD PMNT WILL BE RCVD ON 04/16/12 AND H/UP	CHERRY ANNE VALERIO
7783		04/03/2012	DM	CHERRYV 8412369	CHERRY ANNE VALERIO
7783		04/03/2012	DM	ACTION/RESULT CD CHANGED FROM OAAI TO BRPP	CHERRY ANNE VALERIO
7783		04/03/2012	DM	PAYMENT_ARRANGEMENTS_DISCUSSED	CHERRY ANNE VALERIO
7783		04/03/2012	DM	ACTION/RESULT CD CHANGED FROM BRUN TO OAAI	CHERRY ANNE VALERIO
7783	FSV	03/15/2012	NT	CA 3/6/12 analysis bypassed; not mailed to	ABBEY AKIN-SCRIPT ID
7783	FSV	03/15/2012	NT	customer	ABBEY AKIN-SCRIPT ID
7783		03/13/2012	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
7783		03/12/2012	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		03/12/2012	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		03/12/2012	DMD	03/10/12 16:27:50 RINGING	DAVOX INCOMING FILE
7783		03/09/2012	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		03/09/2012	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		03/09/2012	DMD	03/08/12 21:19:44 AUTOVOICE	DAVOX INCOMING FILE
7783		03/09/2012	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		03/09/2012	DMD	03/09/12 14:27:21 RINGING	DAVOX INCOMING FILE
7783		03/09/2012	DMD	03/09/12 19:04:12 AUTOVOICE	DAVOX INCOMING FILE
7783		03/08/2012	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		03/08/2012	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		03/08/2012	DMD	03/07/12 23:38:18 RINGING	DAVOX INCOMING FILE
7783		03/08/2012	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		03/08/2012	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		03/08/2012	DMD	03/08/12 15:26:44 RINGING	DAVOX INCOMING FILE
7783		03/07/2012	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		03/07/2012	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		03/07/2012	DMD	03/06/12 23:37:31 RINGING	DAVOX INCOMING FILE
7783		03/07/2012	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		03/07/2012	DMD	03/07/12 15:41:40 RINGING	DAVOX INCOMING FILE
7783		03/07/2012	DMD	03/07/12 20:25:46 AUTOVOICE	DAVOX INCOMING FILE
7783		03/06/2012	DM	EARLY IND: SCORE 098 MODEL EI16C	SYSTEM ID
7783		03/06/2012	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		03/06/2012	DMD	03/06/12 15:51:33 RINGING	DAVOX INCOMING FILE
7783		03/06/2012	DMD	03/06/12 17:42:13 RINGING	DAVOX INCOMING FILE

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7783		03/06/2012	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		03/06/2012	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		03/06/2012	DMD	03/05/12 22:48:39 RINGING	DAVOX INCOMING FILE
7783		03/05/2012	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		03/05/2012	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		03/05/2012	DMD	03/05/12 16:34:39 RINGING	DAVOX INCOMING FILE
7783		03/05/2012	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		03/05/2012	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		03/05/2012	DMD	03/03/12 17:00:41 RINGING	DAVOX INCOMING FILE
7783		02/10/2012	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
7783		02/09/2012	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		02/09/2012	DMD	02/09/12 15:08:14 RINGING	DAVOX INCOMING FILE
7783		02/09/2012	DMD	02/09/12 18:12:00 AUTOVOICE	DAVOX INCOMING FILE
7783		02/08/2012	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		02/08/2012	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		02/08/2012	DMD	02/07/12 23:41:32 RINGING	DAVOX INCOMING FILE
7783		02/08/2012	DMD	02/08/12 14:55:07 RINGING	DAVOX INCOMING FILE
7783		02/08/2012	DMD	02/08/12 17:14:07 AUTOVOICE	DAVOX INCOMING FILE
7783		02/08/2012	DMD	02/08/12 20:27:07 RINGING	DAVOX INCOMING FILE
7783		02/07/2012	DM	EARLY IND: SCORE 098 MODEL EI16C	SYSTEM ID
7783		02/07/2012	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		02/07/2012	DMD	02/07/12 16:34:11 RINGING	DAVOX INCOMING FILE
7783		02/07/2012	DMD	02/07/12 20:41:30 AUTOVOICE	DAVOX INCOMING FILE
7783		02/06/2012	DMD	02/06/12 15:12:35 RINGING	DAVOX INCOMING FILE
7783		02/06/2012	DMD	02/06/12 16:45:40 RINGING	DAVOX INCOMING FILE
7783		02/06/2012	DMD	02/06/12 20:37:06 RINGING	DAVOX INCOMING FILE
7783		02/03/2012	DMD	02/03/12 17:17:14 RINGING	DAVOX INCOMING FILE
7783		02/03/2012	DMD	02/03/12 17:19:08 AUTOVOICE	DAVOX INCOMING FILE
7783		02/03/2012	DMD	02/03/12 20:26:54 RINGING	DAVOX INCOMING FILE
7783		01/12/2012	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
7783		01/11/2012	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		01/11/2012	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		01/11/2012	DMD	01/11/12 12:51:09 RINGING	DAVOX INCOMING FILE
7783		01/10/2012	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		01/10/2012	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE

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7783		01/10/2012	DMD	01/10/12 15:08:49 ANSWERING MACHINE	DAVOX INCOMING FILE
7783		01/09/2012	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		01/09/2012	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		01/09/2012	DMD	01/09/12 15:46:41 MSG ANS MACH	DAVOX INCOMING FILE
7783		01/06/2012	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		01/06/2012	DMD	01/06/12 17:25:54 MSG ANS MACH	DAVOX INCOMING FILE
7783		01/06/2012	DMD	01/06/12 11:22:26 NO ANSWER	DAVOX INCOMING FILE
7783		01/05/2012	DM	EARLY IND: SCORE 098 MODEL EI16C	SYSTEM ID
7783		01/04/2012	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		01/04/2012	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		01/04/2012	DMD	01/04/12 15:39:46 NO ANSWER	DAVOX INCOMING FILE
7783		12/14/2011	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
7783		12/13/2011	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		12/13/2011	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		12/13/2011	DMD	12/13/11 17:01:39 NO CALL NECESSARY	DAVOX INCOMING FILE
7783		12/12/2011	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		12/12/2011	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		12/12/2011	DMD	12/12/11 14:38:44 NO ANSWER	DAVOX INCOMING FILE
7783		12/09/2011	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		12/09/2011	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		12/09/2011	DMD	12/09/11 17:01:48 NO ANSWER	DAVOX INCOMING FILE
7783		12/08/2011	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		12/08/2011	DMD	12/08/11 18:44:59 NO ANSWER	DAVOX INCOMING FILE
7783		12/08/2011	DMD	12/08/11 12:59:40 NO ANSWER	DAVOX INCOMING FILE
7783		12/07/2011	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		12/07/2011	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		12/07/2011	DMD	12/07/11 20:26:53 NO ANSWER	DAVOX INCOMING FILE
7783		12/06/2011	DM	EARLY IND: SCORE 098 MODEL EI16C	SYSTEM ID
7783		12/06/2011	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		12/06/2011	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		12/06/2011	DMD	12/06/11 14:56:54 INVALID NUMBER	DAVOX INCOMING FILE
7783		12/05/2011	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		12/05/2011	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		12/05/2011	DMD	12/05/11 12:25:10 MSG ANS MACH	DAVOX INCOMING FILE
7783		11/10/2011	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID

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7783		11/07/2011	DM	EARLY IND: SCORE 098 MODEL EI16C	SYSTEM ID
7783		11/04/2011	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		11/04/2011	DMD	11/04/11 15:58:55 RPC NO RESOLUTION	DAVOX INCOMING FILE
7783		11/04/2011	DMD	11/04/11 14:15:56 NO ANSWER	DAVOX INCOMING FILE
7783		11/04/2011	DM		NIDIA NUNEZ
7783		11/04/2011	DM	DFLT REASON 1 CHANGED TO: EXCESSIVE OBLIGATIONS	NIDIA NUNEZ
7783		11/04/2011	DM	BR2, TAD, MM, WHILE SPEAKING WITH HER HUNG UP	NIDIA NUNEZ
7783		11/04/2011	DM	ACTION/RESULT CD CHANGED FROM BRSS TO BRUN	NIDIA NUNEZ
7783		11/03/2011	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		11/03/2011	DMD	11/03/11 18:20:22 NO ANSWER	DAVOX INCOMING FILE
7783		11/03/2011	DMD	11/03/11 15:27:08 NO ANSWER	DAVOX INCOMING FILE
7783		10/17/2011	ARC	AUTO RESET STOP CODE 2 = 1	SYSTEM ID
7783		10/12/2011	D19	ARM CHANGE NOTICE CREATED - LETTER	SYSTEM ID
7783		10/11/2011	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
7783		10/10/2011	ET	ARM CHANGE NOTICE SCHEDULED FOR 10/11/11	SYSTEM ID
7783		10/05/2011	DM	EARLY IND: SCORE 098 MODEL EI16C	SYSTEM ID
7783	INQ30	10/04/2011	CIT	003 DONE 10/04/11 BY TLR 14593	DIANE CHRISTENSEN
7783	INQ30	10/04/2011	CIT	TSK TYP 168-PAYMENT APPLICA	DIANE CHRISTENSEN
7783	INQ30	10/04/2011	CIT	003 closing cit 168, sent 2:02 to adv of Sept pymt	DIANE CHRISTENSEN
7783	INQ30	10/04/2011	CIT	rec'd and late fee wav'd as courtesy.diane5409	DIANE CHRISTENSEN
7783		10/04/2011	OL	WDOYCUS - Updated Records	DIANE CHRISTENSEN
7783	CSH	09/30/2011	NT	b2 ci re the late charge adv we have removed it	LEOS ESPOLE
7783	CSH	09/30/2011	NT	since there was a note on the account./ leos e	LEOS ESPOLE
7783	CSH	09/30/2011	NT	8932723	LEOS ESPOLE
7783	INQ30	09/27/2011	CIT	003 new cit 168 corr rcvd	SUSAN PARKER
7783		09/26/2011	OL	WDOYCSH - FUNDS RETURNED TO CUSTOMER	LUIS GIRON
7783	STOP	09/26/2011	NT	Returning personal check 1179 - \$1772.35.	LUIS GIRON
7783	STOP	09/26/2011	NT	CUSTOMER REQUEST.	LUIS GIRON
7783		09/23/2011	DM	PROMISE KEPT 09/23/11 PROMISE DT 09/30/11	SYSTEM ID
7783		09/20/2011	D28	FORCED BILLING STATEMENT FROM REPORT R628	SYSTEM ID
7783	COL	09/19/2011	NT	b2 ci re: she mailed the pmt on 09/02/11 but may	BAMBI NUNEZ
7783	COL	09/19/2011	NT	have been lost; was adv to make replacement pmt	BAMBI NUNEZ
7783	COL	09/19/2011	NT	today via pbp; adv there was a stop code adv will	BAMBI NUNEZ
7783	COL	09/19/2011	NT	waive LC as a courtesy + neg credit impact	BAMBI NUNEZ
7783	COL	09/19/2011	NT	-bambin 8978280	BAMBI NUNEZ

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Transaction s Account Number	Area ID	Trans Added Date	Trans Type	Transaction Message	Trans User Name
7783		09/19/2011	DM	B2 CI RE: PTP VIA MAIL TODAY ADV WILL WAIVE LC AS	BAMBI NUNEZ
7783		09/19/2011	DM	A COURTESY; PBP CANNOT PROCESSED DUE TO STOP CODE	BAMBI NUNEZ
7783		09/19/2011	DM	WHICH WILL BE LIFTED OFF ON 10/16/11 THANKS	BAMBI NUNEZ
7783		09/19/2011	DM	-BAMBIN 8978280	BAMBI NUNEZ
7783		09/19/2011	DM	ACTION/RESULT CD CHANGED FROM BRSS TO BRSS	BAMBI NUNEZ
7783		09/16/2011	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		09/16/2011	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		09/16/2011	DMD	09/16/11 07:59:01 DISCONNECTED	DAVOX INCOMING FILE
7783	STOP	09/16/2011	NT	stop 2-1 code per b2, mld ck 1179 for \$1772.35	VALERIE POYNER
7783	STOP	09/16/2011	NT	dated 9/5/11 and pmt not recvd yet. if ck recvd,	VALERIE POYNER
7783	STOP	09/16/2011	NT	return to customer. the customer is going to wait	VALERIE POYNER
7783	STOP	09/16/2011	NT	until monday and call to make pbp, adv we cld wv	VALERIE POYNER
7783	STOP	09/16/2011	NT	the lc as one time courtesy. vp 4672	VALERIE POYNER
7783		09/15/2011	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		09/15/2011	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		09/15/2011	DMD	09/15/11 14:37:23 DISCONNECTED	DAVOX INCOMING FILE
7783		09/14/2011	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		09/14/2011	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		09/14/2011	DMD	09/14/11 17:31:47 NO ANSWER	DAVOX INCOMING FILE
7783		09/13/2011	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		09/13/2011	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		09/13/2011	DMD	09/13/11 17:52:27 NO ANSWER	DAVOX INCOMING FILE
7783		09/12/2011	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		09/12/2011	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		09/12/2011	DMD	09/12/11 17:56:16 NO ANSWER	DAVOX INCOMING FILE
7783		09/09/2011	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		09/09/2011	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		09/09/2011	DMD	09/09/11 14:51:29 DISCONNECTED	DAVOX INCOMING FILE
7783		09/06/2011	DM	EARLY IND: SCORE 099 MODEL EI16C	SYSTEM ID
7783		09/06/2011	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		09/06/2011	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		09/06/2011	DMD	09/06/11 14:08:41 DISCONNECTED	DAVOX INCOMING FILE
7783		08/11/2011	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
7783		08/10/2011	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		08/10/2011	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE

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7783		08/10/2011	DMD	08/10/11 19:34:39 ANSWERING MACHINE	DAVOX INCOMING FILE
7783		08/09/2011	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		08/09/2011	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		08/09/2011	DMD	08/09/11 17:48:28 NO ANSWER	DAVOX INCOMING FILE
7783		08/08/2011	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		08/08/2011	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		08/08/2011	DMD	08/08/11 10:43:31 DISCONNECTED	DAVOX INCOMING FILE
7783		08/05/2011	DM	EARLY IND: SCORE 099 MODEL EI16C	SYSTEM ID
7783		08/05/2011	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		08/05/2011	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		08/05/2011	DMD	08/05/11 16:43:13 DISCONNECTED	DAVOX INCOMING FILE
7783		08/04/2011	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		08/04/2011	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		08/04/2011	DMD	08/04/11 13:58:10 DISCONNECTED	DAVOX INCOMING FILE
7783		08/03/2011	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		08/03/2011	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		08/03/2011	DMD	08/03/11 19:55:47 NO ANSWER	DAVOX INCOMING FILE
7783	ESC	07/12/2011	NT	b1 cl bcs he wntd to know why he isnt able to	TRENT MCCARTHY
7783	ESC	07/12/2011	NT	remove esc acct adv that he must occupied prop he	TRENT MCCARTHY
7783	ESC	07/12/2011	NT	sd tat our policy and not contract adv it a req b1	TRENT MCCARTHY
7783	ESC	07/12/2011	NT	sd that he ll file lawsuit robertv/8876136	TRENT MCCARTHY
7783	ESC	07/12/2011	NT	Customer did not meet waiver requirement:*	TRENT MCCARTHY
7783	ESC	07/12/2011	NT	Property not owner occupied ** Escrow Waiver NOT	TRENT MCCARTHY
7783	ESC	07/12/2011	NT	allowed.	TRENT MCCARTHY
7783		07/12/2011	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
7783		07/08/2011	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		07/08/2011	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		07/08/2011	DMD	07/08/11 12:43:13 DISCONNECTED	DAVOX INCOMING FILE
7783		07/07/2011	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		07/07/2011	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		07/07/2011	DMD	07/07/11 16:41:34 DISCONNECTED	DAVOX INCOMING FILE
7783		07/06/2011	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		07/06/2011	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		07/06/2011	DMD	07/06/11 13:22:37 DISCONNECTED	DAVOX INCOMING FILE
7783		07/05/2011	DM	EARLY IND: SCORE 099 MODEL EI16C	SYSTEM ID

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7783		07/05/2011	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		07/05/2011	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		07/05/2011	DMD	07/05/11 19:20:39 NO ANSWER	DAVOX INCOMING FILE
7783		06/09/2011	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
7783		06/08/2011	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		06/08/2011	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		06/08/2011	DMD	06/08/11 10:34:44 DISCONNECTED	DAVOX INCOMING FILE
7783		06/07/2011	DM	EARLY IND: SCORE 099 MODEL EI16C	SYSTEM ID
7783		06/07/2011	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		06/07/2011	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		06/07/2011	DMD	06/07/11 15:46:24 DISCONNECTED	DAVOX INCOMING FILE
7783		06/06/2011	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		06/06/2011	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		06/06/2011	DMD	06/06/11 12:16:11 DISCONNECTED	DAVOX INCOMING FILE
7783		06/06/2011	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		06/06/2011	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		06/06/2011	DMD	06/03/11 16:08:30 DISCONNECTED	DAVOX INCOMING FILE
7783		06/03/2011	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		06/03/2011	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		06/03/2011	DMD	06/03/11 16:08:30 DISCONNECTED	DAVOX INCOMING FILE
7783	MIP	05/12/2011	NT	note: cit 349 was closed not cit 348.	DONNA SCHRAGE
7783	MIP05	05/12/2011	CIT	002 DONE 05/12/11 BY TLR 22062	DONNA SCHRAGE
7783	MIP05	05/12/2011	CIT	TSK TYP 349-WAIVER OF TAX &	DONNA SCHRAGE
7783	MIP05	05/12/2011	CIT	002 clsd cit 348 - denied ins waiver due to LTV	DONNA SCHRAGE
7783	MIP05	05/12/2011	CIT	ratio too high(investment prop)	DONNA SCHRAGE
7783		05/12/2011	OL	WDOYESC - TAXES AND/OR INSURANCE DENIED	DONNA SCHRAGE
7783		05/12/2011	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
7783		05/11/2011	DM	PROMISE KEPT 05/11/11 PROMISE DT 05/15/11	SYSTEM ID
7783	MIP05	05/11/2011	CIT	002 New CIT 349 - tax & ins waiver request	KRISTI MARTICOFF
7783	ESC	05/09/2011	NT	b1 ci re: rcvd Es An showing shortage \$1075.01	BAMBI NUNEZ
7783	ESC	05/09/2011	NT	adv proj disb \$1361.41 + 1361.41 paid 11/01/10	BAMBI NUNEZ
7783	ESC	05/09/2011	NT	\$1721.+ on 03/09/11 iao \$1721.06 total inc on	BAMBI NUNEZ
7783	ESC	05/09/2011	NT	taxes \$719.30; adv proj disb \$4082.12/12= \$340.17	BAMBI NUNEZ
7783	ESC	05/09/2011	NT	cushion: \$680.34 ending bal -\$394.67 + cushion	BAMBI NUNEZ
7783	ESC	05/09/2011	NT	\$680.34= 1075.01/12= 89.58 adv eff 05/01/11 iao	BAMBI NUNEZ

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7783	ESC	05/09/2011	NT	\$1772.35; adv escrwo bal -\$412.59; Upon receipt of	BAMBI NUNEZ
7783	ESC	05/09/2011	NT	May pmt adv to send req for EScrow Waiver adv fax#	BAMBI NUNEZ
7783	ESC	05/09/2011	NT	1-866-421-8904 -bambin 8978280	BAMBI NUNEZ
7783		05/09/2011	DM	B1 CI RE: PTP VIA PBP ON 05/15/11 -BAMBIN 8978280	BAMBI NUNEZ
7783		05/09/2011	DM	ACTION/RESULT CD CHANGED FROM BRSS TO BRSS	BAMBI NUNEZ
7783		05/05/2011	DM	EARLY IND: SCORE 099 MODEL EI16C	SYSTEM ID
7783		04/12/2011	D19	ARM CHANGE NOTICE CREATED - LETTER	SYSTEM ID
7783		04/11/2011	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
7783		04/08/2011	ET	ARM CHANGE NOTICE SCHEDULED FOR 04/11/11	SYSTEM ID
7783		04/05/2011	DM	EARLY IND: SCORE 099 MODEL EI16C	SYSTEM ID
7783		03/11/2011	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
7783		03/10/2011	DM	PROMISE KEPT 03/10/11 PROMISE DT 03/15/11	SYSTEM ID
7783		03/07/2011	DM	EARLY IND: SCORE 099 MODEL EI16C	SYSTEM ID
7783		03/07/2011	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		03/07/2011	DMD	03/07/11 17:08:22 RPC RESOLUTION	DAVOX INCOMING FILE
7783		03/07/2011	DMD	03/07/11 17:04:45 NO ANSWER	DAVOX INCOMING FILE
7783		03/07/2011	DM	OB -- TT B2 -- ADV OF MINI AND QA -- TAD -- OFFERD	CASEY T KING
7783		03/07/2011	DM	PBP - SHE SD IN THE MAIL -- VRFD MAILING ADDR --	CASEY T KING
7783		03/07/2011	DM	NO ALT # -- BEST # IS WORK # PROPERTY IS A RENTAL	CASEY T KING
7783		03/07/2011	DM	-- ADV OF LATE CHRGS AND NEGATIVE CREDIT	CASEY T KING
7783		03/07/2011	DM	REPORTING	CASEY T KING
7783		03/07/2011	DM	ACTION/RESULT CD CHANGED FROM OAPC TO BRSS	CASEY T KING
7783		03/04/2011	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		03/04/2011	DMD	03/04/11 19:56:34 LEFT MESSAGE	DAVOX INCOMING FILE
7783		03/04/2011	DMD	03/04/11 19:55:39 NO ANSWER	DAVOX INCOMING FILE
7783		02/15/2011	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
7783		02/14/2011	DM	PROMISE KEPT 02/12/11 PROMISE DT 02/16/11	SYSTEM ID
7783		02/08/2011	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		02/08/2011	DMD	02/08/11 17:45:50 RPC RESOLUTION	DAVOX INCOMING FILE
7783		02/08/2011	DMD	02/08/11 17:40:56 NO ANSWER	DAVOX INCOMING FILE
7783		02/08/2011	DM	TT B2 VAI. ADV TAD. B2 SAYS THAT THE CHK FOR	ALFRED MARIKANO
7783		02/08/2011	DM	\$1612.75 WAS MAILED AND SHOULD BE RECD BY 02/15.	ALFRED MARIKANO
7783		02/08/2011	DM	ACTION/RESULT CD CHANGED FROM OAPC TO BRSS	ALFRED MARIKANO
7783		02/07/2011	DM	EARLY IND: SCORE 099 MODEL EI16C	SYSTEM ID
7783	INQ20	02/01/2011	CIT	001 DONE 02/01/11 BY TLR 01394	NORMA JEAN MANGRICH

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7783	INQ20	02/01/2011	CIT	TSK TYP 103-DOCUMENT REQUES	NORMA JEAN MANGRICH
7783	INQ20	02/01/2011	CIT	001 close cit 103-note mld. nj	NORMA JEAN MANGRICH
7783		02/01/2011	OL	WDOYCUS - GENERAL INQUIRY INFO ENCLOSED	NORMA JEAN MANGRICH
7783	INQ75	01/25/2011	CIT	001 new cit 103 b1 wants a copy fo his mortgage	MAY ANNE CRUCILLO
7783	INQ75	01/25/2011	CIT	note not imaged on iss pls mail on mailing	MAY ANNE CRUCILLO
7783	INQ75	01/25/2011	CIT	address on record thanks may anne c 8978273	MAY ANNE CRUCILLO
7783	ALT	01/25/2011	NT	b1 updted phone # re arm changes should be io pmt	MAY ANNE CRUCILLO
7783	ALT	01/25/2011	NT	adv been paying for prin + int + esc since	MAY ANNE CRUCILLO
7783	ALT	01/25/2011	NT	06/2010 adv io pmt only good for first 5 yrs may	MAY ANNE CRUCILLO
7783	ALT	01/25/2011	NT	anne c 8978273	MAY ANNE CRUCILLO
7783	INQ	01/25/2011	NT	B1 call in to request reset and expire his on line	PILAR MARTINEZ
7783	INQ	01/25/2011	NT	account as He was having difficulties to sign	PILAR MARTINEZ
7783	INQ	01/25/2011	NT	in.Requested complete.	PILAR MARTINEZ
7783	INQ	01/25/2011	NT	PilarM/8876100	PILAR MARTINEZ
7783		01/14/2011	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
7783		01/12/2011	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		01/12/2011	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		01/12/2011	DMD	01/12/11 08:03:31 DISCONNECTED	DAVOX INCOMING FILE
7783		01/11/2011	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		01/11/2011	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		01/11/2011	DMD	01/11/11 09:30:35 DISCONNECTED	DAVOX INCOMING FILE
7783		01/07/2011	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		01/07/2011	DMD	01/07/11 18:22:07 LEFT MESSAGE	DAVOX INCOMING FILE
7783		01/07/2011	DMD	01/07/11 18:20:39 NO ANSWER	DAVOX INCOMING FILE
7783		01/05/2011	DM	EARLY IND: SCORE 099 MODEL EI16C	SYSTEM ID
7783		12/10/2010	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
7783		12/07/2010	DM	EARLY IND: SCORE 099 MODEL EI16C	SYSTEM ID
7783		11/09/2010	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
7783		11/05/2010	DM	EARLY IND: SCORE 099 MODEL EI16C	SYSTEM ID
7783		10/12/2010	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
7783		10/12/2010	D19	ARM CHANGE NOTICE CREATED - LETTER	SYSTEM ID
7783		10/08/2010	ET	ARM CHANGE NOTICE SCHEDULED FOR 10/11/10	SYSTEM ID
7783		10/05/2010	DM	EARLY IND: SCORE 099 MODEL EI16C	SYSTEM ID
7783		09/10/2010	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
7783		09/07/2010	DM	EARLY IND: SCORE 099 MODEL EI16C	SYSTEM ID

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Transaction s Account Number	Area ID	Trans Added Date	Trans Type	Transaction Message	Trans User Name
7783	ALT	08/24/2010	NT	b1 ci to knw rate will change adz 11/01/10 adz tpo	SHANELLE GAYLE
7783	ALT	08/24/2010	NT	b1 that rate is based on 6months libor adz that he	SHANELLE GAYLE
7783	ALT	08/24/2010	NT	cant make int only pmts in order to pay off loan	SHANELLE GAYLE
7783	ALT	08/24/2010	NT	by 05/2035 darinkm/8977115*	SHANELLE GAYLE
7783	INQ	08/13/2010	NT	3p Kathy/Bank of America calling for VOM,	TONYA LOEB
7783	INQ	08/13/2010	NT	really wanting payment history last 12 months, adv	TONYA LOEB
7783	INQ	08/13/2010	NT	fax #319-236-5167 to send written request along	TONYA LOEB
7783	INQ	08/13/2010	NT	w/auth form can be obtained thru website as	TONYA LOEB
7783	INQ	08/13/2010	NT	well at gmacmortgage.com TonyaL 2364101	TONYA LOEB
7783		08/12/2010	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
7783		08/05/2010	DM	EARLY IND: SCORE 099 MODEL EI16C	SYSTEM ID
7783		07/13/2010	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
7783		07/06/2010	DM	EARLY IND: SCORE 099 MODEL EI16C	SYSTEM ID
7783		06/10/2010	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
7783		06/07/2010	DM	EARLY IND: SCORE 099 MODEL EI16C	SYSTEM ID
7783		05/13/2010	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
7783		05/05/2010	DM	EARLY IND: SCORE 099 MODEL EI16C	SYSTEM ID
7783		04/13/2010	D19	ARM CHANGE NOTICE CREATED - LETTER	SYSTEM ID
7783		04/12/2010	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
7783		04/09/2010	CBR	CHANGE IN PRIMARY BORROWERS ADDR	SYSTEM ID
7783		04/09/2010	ET	ARM CHANGE NOTICE SCHEDULED FOR 04/12/10	SYSTEM ID
7783		04/06/2010	DM	EARLY IND: SCORE 099 MODEL EI16C	SYSTEM ID
7783	TAX	04/06/2010	NT	informed b2 we've paid her tb iao 1361.41 on	JARED CABRERA
7783	TAX	04/06/2010	NT	03/15/10, jaredc4782	JARED CABRERA
7783		03/15/2010	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
7783		03/05/2010	DM	EARLY IND: SCORE 099 MODEL EI16C	SYSTEM ID
7783		02/12/2010	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
7783		02/05/2010	DM	EARLY IND: SCORE 099 MODEL EI16C	SYSTEM ID
7783		01/12/2010	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
7783		01/05/2010	DM	EARLY IND: SCORE 099 MODEL EI16C	SYSTEM ID
7783		12/11/2009	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
7783		12/07/2009	DM	EARLY IND: SCORE 099 MODEL EI16C	SYSTEM ID
7783		11/10/2009	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
7783	INQ	11/06/2009	NT	b1 ci inqs on why late pmt, vrfy acnt adv that she	ANDREA BERMEJO
7783	INQ	11/06/2009	NT	was late with june pmt since she only paid P&i,	ANDREA BERMEJO

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Transaction s Account Number	Area ID	Trans Added Date	Trans Type	Transaction Message	Trans User Name
7783	INQ	11/06/2009	NT	and ddnt include escrow, b1 paid remaming balance,	ANDREA BERMEJO
7783	INQ	11/06/2009	NT	she adv that his brother pass away during that	ANDREA BERMEJO
7783	INQ	11/06/2009	NT	time frame. process corrections, adv any late pmt	ANDREA BERMEJO
7783	INQ	11/06/2009	NT	erecv after 30th will be reported as late. adnrea	ANDREA BERMEJO
7783	INQ	11/06/2009	NT	b 897067	ANDREA BERMEJO
7783		11/06/2009	OL	WDOYCREDIT AMEND LTR FROM CR AMEND SCRIP	ANDREA BERMEJO
7783	INQ	11/06/2009	NT	Via script, credit amend completed for elevated	ANDREA BERMEJO
7783	INQ	11/06/2009	NT	issue Year:2009 Month:06 Days:15	ANDREA BERMEJO
7783		11/05/2009	DM	EARLY IND: SCORE 026 MODEL EI16C	SYSTEM ID
7783		10/13/2009	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
7783		10/12/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		10/12/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		10/12/2009	DMD	10/12/09 15:05:01 DISCON	DAVOX INCOMING FILE
7783		10/06/2009	DM	EARLY IND: SCORE 005 MODEL EI16C	SYSTEM ID
7783		09/14/2009	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
7783		09/07/2009	DM	EARLY IND: SCORE 005 MODEL EI16C	SYSTEM ID
7783		08/14/2009	CBR	PREVIOUSLY REPORTED DELINQUENT:NOW CURRENT	SYSTEM ID
7783		08/12/2009	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
7783		08/05/2009	DM	EARLY IND: SCORE 011 MODEL EI16C	SYSTEM ID
7783		07/14/2009	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
7783		07/13/2009	DM	PROMISE KEPT 07/11/09 PROMISE DT 07/16/09	SYSTEM ID
7783		07/13/2009	DM	PROMISE KEPT 07/11/09 PROMISE DT 07/16/09	SYSTEM ID
7783		07/13/2009	D19	DEF - OPTIONS TO AVOID FORECLOSURE	SYSTEM ID
7783		07/10/2009	CBR	DELINQUENT: 30 DAYS	SYSTEM ID
7783		07/07/2009	DM	TT B2 VFD:WHILE ADVISING TAD,B2 INTERRRUPTED,SD	LUVIEMARIE VIOLAN
7783		07/07/2009	DM	THAT SHE MADE MISTAKE WITH THE PMT THAT SHE SENT	LUVIEMARIE VIOLAN
7783		07/07/2009	DM	BEC SHE DIDNT INCLUDE THE ESCROW AMT,WILL BE	LUVIEMARIE VIOLAN
7783		07/07/2009	DM	SENDING PMT 07/07/09 AMT \$1975.36 THUR MAIL.REFUSE	LUVIEMARIE VIOLAN
7783		07/07/2009	DM	PBP.	LUVIEMARIE VIOLAN
7783		07/07/2009	DM	ACTION/RESULT CD CHANGED FROM OAAI TO OAAI	LUVIEMARIE VIOLAN
7783		07/07/2009	DM	CONT....NOT APPLIED. B2 WILL MAIL A CHECK LIKE SHE	MARK ANTHONY WILLIAM
7783		07/07/2009	DM	NORMALLY DOES IAO \$1975.36. REP TRIED TO EXPLAIN	MARK ANTHONY WILLIAM
7783		07/07/2009	DM	THAT LC AND -CR CANNOT BE WAIVED FOR JUNE SO LONG	MARK ANTHONY WILLIAM
7783		07/07/2009	DM	AS THE PYMNT HAS NOT POSTED. B2 WANTED TO SPEAK TO	MARK ANTHONY WILLIAM
7783		07/07/2009	DM	A SUP. B2 HU WHILE XFRD TO ESCAL	MARK ANTHONY WILLIAM

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Transaction s Account Number	Area ID	Trans Added Date	Trans Type	Transaction Message	Trans User Name
7783	00	07/07/2009	DM	ACTION/RESULT CD CHANGED FROM BRSS TO OAAI	MARK ANTHONY WILLIAM
7783		07/07/2009	DM	TTB2. VRFD. ADVSD -CR, LC, TAD, BREACH. B2 IS	MARK ANTHONY WILLIAM
7783		07/07/2009	DM	RUDE. RFD: B2 MADE A MISTAKE BECAUSE SHE WAS UNDER	MARK ANTHONY WILLIAM
7783		07/07/2009	DM	STRESS WHEN SHE MADE THE PYMNT IN JUNE. B2 SAID	MARK ANTHONY WILLIAM
7783		07/07/2009	DM	SHE MADE A PYMNT IN JUNE IAO \$1285.06. ADVSD B2	MARK ANTHONY WILLIAM
7783		07/07/2009	DM	THAT PYMNT WAS NOT POSTED SINCE SHE NEEDS TO	MARK ANTHONY WILLIAM
7783		07/07/2009	DM	INCLUDE ESCROW PYMNT ALONG WITH P&I - PYMNT WAS	MARK ANTHONY WILLIAM
7783		07/07/2009	DM	DFLT REASON 1 CHANGED TO: OTHER	MARK ANTHONY WILLIAM
7783		07/07/2009	DM	ACTION/RESULT CD CHANGED FROM OAPC TO BRSS	MARK ANTHONY WILLIAM
7783		07/07/2009	RPA	REPAY PLAN SET UP	MARK ANTHONY WILLIAM
7783	CACRT	07/06/2009	D19	BREACH RONALD NAKAMOTO	SYSTEM ID
7783		07/02/2009	DM	EARLY IND: SCORE 384 MODEL EI30C	SYSTEM ID
7783		07/02/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		07/02/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		07/02/2009	DMD	07/02/09 14:17:47 DISCON	DAVOX INCOMING FILE
7783		07/01/2009	NT	CA LETTER sent and imaged; cert # can be	TEAYA HAYES
7783		07/01/2009	NT	obtained on imaged doc	TEAYA HAYES
7783		07/01/2009	OL	WDOYLOSS CA NO CONTACT NOTICE CERTIFIED	TEAYA HAYES
7783		06/29/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		06/29/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		06/29/2009	DMD	06/29/09 13:34:23 DISCON	DAVOX INCOMING FILE
7783		06/25/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		06/25/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		06/25/2009	DMD	06/25/09 13:40:48 DISCON	DAVOX INCOMING FILE
7783		06/23/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		06/23/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		06/23/2009	DMD	06/23/09 14:42:34 MSG ANS MACH	DAVOX INCOMING FILE
7783		06/22/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		06/22/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		06/22/2009	DMD	06/22/09 10:42:11 DISCON	DAVOX INCOMING FILE
7783		06/19/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		06/19/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		06/19/2009	DMD	06/19/09 09:05:12 DISCON	DAVOX INCOMING FILE
7783		06/19/2009	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
7783		06/18/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE

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Transaction s Account Number	Area ID	Trans Added Date	Trans Type	Transaction Message	Trans User Name
7783		06/18/2009	DMD	06/18/09 12:15:36 NO ANS	DAVOX INCOMING FILE
7783		06/18/2009	DMD	06/18/09 12:14:35 FAST BSY	DAVOX INCOMING FILE
7783		06/17/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		06/17/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		06/17/2009	DMD	06/17/09 12:26:01 DISCON	DAVOX INCOMING FILE
7783		06/16/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		06/16/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		06/16/2009	DMD	06/16/09 10:25:16 DISCON	DAVOX INCOMING FILE
7783		06/15/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		06/15/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		06/15/2009	DMD	06/15/09 10:56:57 DISCON	DAVOX INCOMING FILE
7783		06/12/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		06/12/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		06/12/2009	DMD	06/12/09 09:54:49 DISCON	DAVOX INCOMING FILE
7783		06/09/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		06/09/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		06/09/2009	DMD	06/09/09 12:44:44 DISCON	DAVOX INCOMING FILE
7783		06/08/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		06/08/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		06/08/2009	DMD	06/08/09 13:15:23 DISCON	DAVOX INCOMING FILE
7783		06/05/2009	DM	EARLY IND: SCORE 099 MODEL EI16C	SYSTEM ID
7783		06/05/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		06/05/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		06/05/2009	DMD	06/05/09 12:37:29 DISCON	DAVOX INCOMING FILE
7783		06/04/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		06/04/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		06/04/2009	DMD	06/04/09 18:07:44 NO ANS	DAVOX INCOMING FILE
7783		05/12/2009	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
7783		05/11/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		05/11/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		05/11/2009	DMD	05/11/09 11:20:16 DISCON	DAVOX INCOMING FILE
7783		05/08/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		05/08/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		05/08/2009	DMD	05/08/09 10:45:25 DISCON	DAVOX INCOMING FILE
7783		05/07/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE

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Transaction s Account Number	Area ID	Trans Added Date	Trans Type	Transaction Message	Trans User Name
7783		05/07/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		05/07/2009	DMD	05/07/09 11:28:17 DISCON	DAVOX INCOMING FILE
7783		05/06/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		05/06/2009	DMD	05/06/09 11:50:55 NO ANS	DAVOX INCOMING FILE
7783		05/06/2009	DMD	05/06/09 11:49:48 FAST BSY	DAVOX INCOMING FILE
7783		05/05/2009	DM	EARLY IND: SCORE 099 MODEL EI16C	SYSTEM ID
7783		05/05/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		05/05/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		05/05/2009	DMD	05/05/09 12:36:35 DISCON	DAVOX INCOMING FILE
7783		05/04/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		05/04/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		05/04/2009	DMD	05/04/09 15:43:01 DISCON	DAVOX INCOMING FILE
7783		04/14/2009	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
7783		04/07/2009	DM	EARLY IND: SCORE 099 MODEL EI16C	SYSTEM ID
7783		03/12/2009	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
7783		03/05/2009	DM	EARLY IND: SCORE 099 MODEL EI16C	SYSTEM ID
7783		02/17/2009	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
7783		02/05/2009	DM	EARLY IND: SCORE 099 MODEL EI16C	SYSTEM ID
7783		01/12/2009	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
7783		01/06/2009	DM	EARLY IND: SCORE 099 MODEL EI16C	SYSTEM ID
7783	CUS	01/02/2009	NT	IOE posted 12/30/08 as a result of the	DAWN STONER
7783	CUS	01/02/2009	NT	Cristler settlement.	DAWN STONER
7783		12/15/2008	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
7783		12/05/2008	DM	EARLY IND: SCORE 099 MODEL EI16C	SYSTEM ID
7783		11/11/2008	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
7783		11/05/2008	DM	EARLY IND: SCORE 099 MODEL EI16C	SYSTEM ID
7783		10/10/2008	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
7783		10/07/2008	DM	EARLY IND: SCORE 099 MODEL EI16C	SYSTEM ID
7783		09/12/2008	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
7783		09/05/2008	DM	EARLY IND: SCORE 099 MODEL EI16C	SYSTEM ID
7783		08/15/2008	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
7783		08/05/2008	DM	EARLY IND: SCORE 099 MODEL EI16C	SYSTEM ID
7783		07/11/2008	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
7783		07/07/2008	DM	EARLY IND: SCORE 099 MODEL EI16C	SYSTEM ID
7783		06/12/2008	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID

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Transaction s Account Number	Area ID	Trans Added Date	Trans Type	Transaction Message	Trans User Name
7783		06/05/2008	DM	EARLY IND: SCORE 099 MODEL EI16C	SYSTEM ID
7783		05/12/2008	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
7783		05/06/2008	DM	EARLY IND: SCORE 099 MODEL EI16C	SYSTEM ID
7783		05/06/2008	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		05/06/2008	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
7783		05/06/2008	DMD	05/06/08 11:54:03 DISCON	DAVOX INCOMING FILE
7783		04/11/2008	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
7783		04/07/2008	DM	EARLY IND: SCORE 099 MODEL EI16C	SYSTEM ID
7783	FCL	04/02/2008	NT	b2 ci want to know status of loan sd her neighbor	RONI DIAO
7783	FCL	04/02/2008	NT	saw a foreclosed signed in front of her house.adv	RONI DIAO
7783	FCL	04/02/2008	NT	b2 that acct is current and no reason to place fcl	RONI DIAO
7783	FCL	04/02/2008	NT	sig in the acct.roni jo d73905	RONI DIAO
7783	INQ	04/02/2008	NT	ci but no one was on the line franks/73980	ASHLEY MCCOOL
7783		03/21/2008	CBR	CHANGE IN CB 01 BORROWERS ADDR	SYSTEM ID
7783		03/21/2008	CBR	CHANGE IN PRIMARY BORROWERS ADDR	SYSTEM ID
7783		03/13/2008	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
7783		03/05/2008	DM	EARLY IND: SCORE 099 MODEL EI16C	SYSTEM ID
7783	OCC	02/27/2008	NT	Updated occupancy due to address change	NANCY PENCA-SCRIPT I
7783	WEB	02/26/2008	NT	Address change via Web.	API WEB
7783	EOY	02/26/2008	NT	b2 ci wanted a copy of 1098 to be resent as she	ERVIELYN CANTO
7783	EOY	02/26/2008	NT	misplaced the first one, wanted it to be faxed to	ERVIELYN CANTO
7783	EOY	02/26/2008	NT	#4084734487 gave tat, offered online option but	ERVIELYN CANTO
7783	EOY	02/26/2008	NT	refused ervie c73790	ERVIELYN CANTO
7783		02/26/2008	OL	WDOYSubstitute 1098 Form	ERVIELYN CANTO
7783		02/13/2008	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
7783	CSH	02/12/2008	NT	Total Debit: \$1,659.12	MARIFI QUISAY
7783	CSH	02/12/2008	NT	Transaction Confirmation Number: 2008021245580247	MARIFI QUISAY
7783	CSH	02/12/2008	NT	adv tat to b2-marifiq73914	MARIFI QUISAY
7783		02/05/2008	DM	EARLY IND: SCORE 099 MODEL EI16C	SYSTEM ID
7783		01/14/2008	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
7783		01/07/2008	DM	EARLY IND: SCORE 099 MODEL EI16C	SYSTEM ID
7783		12/14/2007	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
7783		12/05/2007	DM	EARLY IND: SCORE 099 MODEL EI16C	SYSTEM ID
7783		11/12/2007	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
7783		11/06/2007	DM	EARLY IND: SCORE 099 MODEL EI16C	SYSTEM ID

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7783		10/12/2007	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
7783		10/05/2007	DM	EARLY IND: SCORE 099 MODEL EI16C	SYSTEM ID
7783		09/14/2007	CBR	CHANGE IN PRIMARY BORROWERS ADDR	SYSTEM ID
7783		09/11/2007	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
7783		09/05/2007	DM	EARLY IND: SCORE 099 MODEL EI16C	SYSTEM ID
7783	INQ	08/16/2007	NT	b1 ci updated ph# inq nex pmt due on acct abigail	ABIGAIL LORILLA
7783	INQ	08/16/2007	NT	I73798	ABIGAIL LORILLA
7783		08/14/2007	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
7783		08/07/2007	DM	EARLY IND: SCORE 099 MODEL EI16C	SYSTEM ID
7783		07/12/2007	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
7783		07/05/2007	DM	EARLY IND: SCORE 097 MODEL EI16C	SYSTEM ID
7783		06/12/2007	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
7783		06/05/2007	DM	EARLY IND: SCORE 099 MODEL EI16C	SYSTEM ID
7783		05/08/2007	D28	CURTAILMENT BILLING STATEMENT FROM REPORT	SYSTEM ID
7783		05/07/2007	DM	EARLY IND: SCORE 099 MODEL EI16C	SYSTEM ID
7783		05/07/2007	NT	CURT PI 06/01/07 0.00 TO 1,285.06	LOCKBOX ARC ITEMS
7783		04/03/2007	D28	CURTAILMENT BILLING STATEMENT FROM REPORT	SYSTEM ID
7783		04/02/2007	NT	CURT PI 05/01/07 0.00 TO 1,285.84	LOCKBOX ARC ITEMS
7783	ESC	03/27/2007	NT	b2 ci ask about escrow analysis adv gave info./	NINO SAFRED
7783	ESC	03/27/2007	NT	nino s. 73672	NINO SAFRED
7783		03/13/2007	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
7783		03/06/2007	DM	EARLY IND: SCORE 099 MODEL EI16C	SYSTEM ID
7783		02/13/2007	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
7783		02/09/2007	CBR	CHANGE IN CB 01 BORROWERS ADDR	SYSTEM ID
7783		02/09/2007	CBR	CHANGE IN PRIMARY BORROWERS ADDR	SYSTEM ID
7783	OCC	02/07/2007	NT	Updated occupancy due to address change	JOSHUA SCHNELL
7783		02/06/2007	DM	EARLY IND: SCORE 099 MODEL EI16C	SYSTEM ID
7783	CUS	02/05/2007	NT	Address updated via change request received from	API CSRV
7783	CUS	02/05/2007	NT	the Post Office.	API CSRV
7783		01/11/2007	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
7783		01/05/2007	DM	EARLY IND: SCORE 099 MODEL EI16C	SYSTEM ID
7783		12/12/2006	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
7783		12/05/2006	DM	EARLY IND: SCORE 099 MODEL EI16C	SYSTEM ID
7783		11/14/2006	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
7783		11/07/2006	DM	EARLY IND: SCORE 099 MODEL EI16C	SYSTEM ID

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Transaction s Account Number	Area ID	Trans Added Date	Trans Type	Transaction Message	Trans User Name
7783	TAX	10/27/2006	NT	b2 ci re tax bill verified parcel adv no need to	JOACHIM VENT
7783	TAX	10/27/2006	NT	send musee v/83143	JOACHIM VENT
7783		10/09/2006	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
7783		10/05/2006	DM	EARLY IND: SCORE 099 MODEL EI16C	SYSTEM ID
7783		09/11/2006	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
7783		09/05/2006	DM	EARLY IND: SCORE 099 MODEL EI16C	SYSTEM ID
7783		08/14/2006	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
7783		08/07/2006	DM	EARLY IND: SCORE 098 MODEL EI16C	SYSTEM ID
7783		07/14/2006	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
7783		07/05/2006	DM	EARLY IND: SCORE 098 MODEL EI16C	SYSTEM ID
7783		06/13/2006	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
7783		06/06/2006	DM	EARLY IND: SCORE 097 MODEL EI16C	SYSTEM ID
7783		05/10/2006	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
7783		05/05/2006	DM	EARLY IND: SCORE 097 MODEL EI16C	SYSTEM ID
7783		04/11/2006	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
7783		04/05/2006	DM	EARLY IND: SCORE 097 MODEL EI16C	SYSTEM ID
7783	ESC	03/21/2006	NT	advsd b2 we need 24 mo pmt hist to waive escrow	LOUIS FARREN
7783	ESC	03/21/2006	NT	patc4065	LOUIS FARREN
7783		03/03/2006	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
7783		02/08/2006	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
7783		02/07/2006	DM	EARLY IND: SCORE 008 MODEL EI16N	SYSTEM ID
7783		01/27/2006	CBR	CHANGE IN CB 01 BORROWERS NAME,SSN,ADDR	SYSTEM ID
7783		01/27/2006	CBR	PURCHASED LOAN: SERVICING DATE =09/08/05	SYSTEM ID
7783		01/11/2006	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
7783		01/05/2006	DM	EARLY IND: SCORE 008 MODEL EI16N	SYSTEM ID
7783	TAX	12/21/2005	NT	rec'd supplemental tax bill from the h/o for	JULIE MACK
7783	TAX	12/21/2005	NT	parcel # 11608500220000 sacramento county, due	JULIE MACK
7783	TAX	12/21/2005	NT	12/31/05 for the 1st installment in the amount of	JULIE MACK
7783	TAX	12/21/2005	NT	974.25 and 4/30/06 for the 2nd installment in the	JULIE MACK
7783	TAX	12/21/2005	NT	amount of 974.25, disbursing both installments.	JULIE MACK
7783	TAX	12/15/2005	NT	b2 inq re fax# for supplemental taxes.educ fax #.	MARA GVOZDENOVIC
7783	TAX	12/15/2005	NT	michaelr.73881	MARA GVOZDENOVIC
7783	TAX	12/07/2005	NT	REC'D SUPPLEMENTAL TAX BILL FROM THE H/O FOR	JULIE MACK
7783	TAX	12/07/2005	NT	PARCEL # 11608500220000 SACRAMENTO COUNTY, DUE	JULIE MACK
7783	TAX	12/07/2005	NT	12/10/05 FOR THE 1ST INSTALLMENT IN THE AMOUNT OF	JULIE MACK

Loan History

Date Data as-of: March 5, 2014

Transaction s Account Number	Area ID	Trans Added Date	Trans Type	Transaction Message	Trans User Name
7783	TAX	12/07/2005	NT	169.06 AND 4/10/06 FOR THE 2ND INSTALLMENT IN THE	JULIE MACK
7783	TAX	12/07/2005	NT	AMOUNT OF 169.06, DISBURSING BOTH INSTALLMENTS.	JULIE MACK
7783		12/02/2005	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
7783	TAX	11/29/2005	NT	b2 received supplemental tax bill, advised to send	TIFFANY WARREN
7783	TAX	11/29/2005	NT	to tax dept, gave mailing address. albert s/73991	TIFFANY WARREN
7783		11/07/2005	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
7783		10/04/2005	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
7783	EOY50	09/30/2005	CIT	003 DONE 09/30/05 BY TLR 01227	JESSICA MEIER
7783	EOY50	09/30/2005	CIT	TSK TYP 196-EOY-SSN CHANGE	JESSICA MEIER
7783	EOY50	09/30/2005	CIT	003 New CIT 196 - Received W-9 Form. Corrected	JESSICA MEIER
7783	EOY50	09/30/2005	CIT	SSN. Closing CIT 196.	JESSICA MEIER
7783	ASM01	09/21/2005	CIT	002 DONE 09/21/05 BY TLR 08509	JULI CAMERON
7783	ASM01	09/21/2005	CIT	TSK TYP 045-MISC NAME CHANG	JULI CAMERON
7783	ASM01	09/21/2005	CIT	002 closing cit 45-Added Elaine Nakamoto as she	JULI CAMERON
7783	ASM01	09/21/2005	CIT	signed both the deed and the note	JULI CAMERON
7783		09/21/2005	OL	WDOYCUS - NOTF LTR FOR NO SOCIAL SECUR	JULI CAMERON
7783	ASM01	09/20/2005	CIT	002 retarget to 8509 waiting for deed and note	JULI CAMERON
7783	INQ70	09/20/2005	CIT	002 new cit 45 - recd Note and Mortgage from	ERICA HARN
7783	INQ70	09/20/2005	CIT	Records dept which are both signed by b1 and	ERICA HARN
7783	INQ70	09/20/2005	CIT	elaine nakamoto. pls add name to mortgage	ERICA HARN
7783	INQ70	09/20/2005	CIT	serv. docs are not yet available on imageweb.	ERICA HARN
7783	INQ70	09/20/2005	CIT	i would be happy to forward. thanks erica h	ERICA HARN
7783	INQ70	09/20/2005	CIT	4686	ERICA HARN
7783	INQ70	09/19/2005	CIT	001 DONE 09/19/05 BY TLR 01342	ERICA HARN
7783	INQ70	09/19/2005	CIT	TSK TYP 250-TEAM LEAD ONLY:	ERICA HARN
7783	INQ70	09/19/2005	CIT	001 closing cit 250 - spk with 3p - wife elaine	ERICA HARN
7783	INQ70	09/19/2005	CIT	nakamoto -- she belives Note and Mortgage	ERICA HARN
7783	INQ70	09/19/2005	CIT	were signed by both b1 and herself. ordered	ERICA HARN
7783	INQ70	09/19/2005	CIT	docs. wl have system updated if necessary or	ERICA HARN
7783	INQ70	09/19/2005	CIT	mail docs to b1. erica h 4686	ERICA HARN
7783		09/16/2005	CBR	PURCHASED<60 DAYS:SERVICE DT = 09/08/05	SYSTEM ID
7783	INQ90	09/16/2005	CIT	001 cit 250 3p wife hung up and swore at 3:05 pm	BRITTANY FEATHERSTON
7783	INQ90	09/16/2005	CIT	because she isn't listed and i wldn't give her	BRITTANY FEATHERSTON
7783	INQ90	09/16/2005	CIT	any information offered to snd auth.	BRITTANY FEATHERSTON
7783	INQ90	09/16/2005	CIT	kellih/4103	BRITTANY FEATHERSTON

Loan History

Date Data as-of: March 5, 2014

Transaction s Account Number	Area ID	Trans Added Date	Trans Type	Transaction Message	Trans User Name
7783	INQ	09/16/2005	NT	Letter mailed to customer.	BRITTANY FEATHERSTON
7783	INQ	09/16/2005	NT	Letter: 2:68	BRITTANY FEATHERSTON
7783		09/16/2005	OL	WDOYCUS - RELEASE OF INFO COVER LTR & AU	BRITTANY FEATHERSTON
7783		09/09/2005	DM	EARLY IND: SCORE 000 MODEL EI16N	SYSTEM ID
7783		09/09/2005	D28	MANUAL BILLING STATEMENT FROM REPORT R628	SYSTEM ID
7783		09/09/2005	D19	6005 - S&A-YEAREND GENERIC WELC W/PRIVCY	SYSTEM ID
7783		09/08/2005	CLS	0000O/B 000268500.00 P/B 000268500.00 08/01/05	LOI

Exhibit O

B 10 Modified (Official Form 10) (12/11)

UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK			PROOF OF CLAIM
Name of Debtor and Case Number: Residential Capital, LLC, Case No. 12-12020			
NOTE: This form should not be used to make a claim for an administrative expense (other than a claim asserted under 11 U.S.C. § 503(b)(9)) arising after the commencement of the case. A "request" for payment of an administrative expense (other than a claim asserted under 11 U.S.C. § 503(b)(9)) may be filed pursuant to 11 U.S.C. § 503.			
Name of Creditor (the person or other entity to whom the debtor owes money or property): Suzanne Koegler and Edward Tobias			<input type="checkbox"/> Check this box if this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____ <input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars. 5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount. <input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries, or commissions (up to \$11,725*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier – 11 U.S.C. §507 (a)(4). <input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. §507 (a)(5). <input type="checkbox"/> Up to \$2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. §507 (a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. §507 (a)(8). <input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. §507 (a)(____). Amount entitled to priority: \$ _____ * Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.
Name and address where notices should be sent: Suzanne Koegler and Edward Tobias 75 Princeton Oval Freehold, NJ 07728			
Telephone number: 732-462-6672 email: tobiaslaw@optonline.net			
Name and address where payment should be sent (if different from above): Telephone number: _____ email: _____			
1. Amount of Claim as of Date Case Filed: \$ <u>1,000,000.00</u> If all or part of the claim is secured, complete item 4. If all or part of the claim is entitled to priority, complete item 5. <input type="checkbox"/> Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.			
2. Basis for Claim: Damages based on Consumer Fraud or other claim / affirmative defenses to foreclosure requesting monetary relief (See instruction #2) Property Address: 93 Wisconsin St., Long Beach NY 11561			
3. Last four digits of any number by which creditor identifies debtor: _____ 1234 _____	3a. Debtor may have scheduled account as: <u>Alison Tearnen</u> (See instruction #3a)	3b. Uniform Claim Identifier (optional): _____ (See instruction #3b)	
4. Secured Claim (See instruction #4) Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: Value of Property: \$ _____ Annual Interest Rate _____ % <input type="checkbox"/> Fixed <input type="checkbox"/> Variable (when case was filed) Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any: \$ _____ Basis for perfection: _____ Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____			
6. Claim Pursuant to 11 U.S.C. § 503(b)(9): Indicate the amount of your claim arising from the value of any goods received by the Debtor within 20 days before May 14, 2012, the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim. \$ _____ (See instruction #6)			
7. Credits. The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #7)			
8. Documents: Attached are redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. If the claim is secured, box 4 has been completed, and redacted copies of documents providing evidence of perfection of a security interest are attached. (See instruction #8, and the definition of "redacted".) DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain: Complaint has not yet been filed			
9. Signature: (See instruction #9) Check the appropriate box. <input checked="" type="checkbox"/> I am the creditor. <input type="checkbox"/> I am the creditor's authorized agent. <input type="checkbox"/> I am the trustee, or the debtor, or their authorized agent. <input type="checkbox"/> I am a guarantor, surety, indorser, or other codebtor. (Attach copy of power of attorney, if any.) (See Bankruptcy Rule 3004.) (See Bankruptcy Rule 3005.) I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief. Print Name: <u>Edward N. Tobias and Suzanne Koegler</u> Title: _____ Company: _____ (Signature) _____ (Date) 10/17/12 Address and telephone number (if different from notice address above): _____ Telephone number: _____ Email: _____			
Penalty for presenting fraudulent claim: Fine of up to \$500,000			

Email:



121202012102200000000017

RECEIVED

OCT 22 2012

KURTZMAN CARSON CONSULTANTS

COURT USE ONLY

Exhibit P

NOTE

September 2, 2005 Long Beach New York
September 2, 2005 Long Beach New York
[Date] [City] [State]

93 Wisconsin Street, Long Beach, NY 11561

[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 299,000.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is GMAC Mortgage Corporation

I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 5.500 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the First day of each month beginning on November 1, 2005. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on October 1, 2035, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at P.O. Box 27834, Newark, NJ 07101-7834

or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 1,697.69

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

NEW YORK FIXED RATE NOTE-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT



-5N(NY) (0005)

Form 3233 1/01

VMP MORTGAGE FORMS - (800)521-7291



5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of Fifteen calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 2.000 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver by Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. UNIFORM SECURED NOTE


This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

Lender may require immediate payment in full of all Sums Secured by this Security Instrument if all or any part of the Property, or if any right in the Property, is sold or transferred without Lender's prior written permission. If Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred without Lender's prior written permission, Lender also may require immediate payment in full. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender requires immediate payment in full under this Section 18, Lender will give me a notice which states this requirement. The notice will give me at least 30 days to make the required payment. The 30-day period will begin on the date the notice is given to me in the manner required by Section 15 of this Security Instrument. If I do not make the required payment during that period, Lender may act to enforce its rights under this Security Instrument without giving me any further notice or demand for payment.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.


Suzanne Koegler (Seal)
-Borrower


Edward Tobias (Seal)
-Borrower

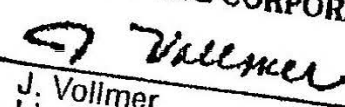
(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

PAY TO THE ORDER OF
WITHOUT RECOURSE
GMAC MORTGAGE CORPORATION

J. Vollmer
Limited Signing Officer (Seal)
-Borrower

[Sign Original Only]

Exhibit Q

Loan History

Date Data as-of:

Account Number	Name Primary Borrower	Name Secondary Borrower
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Investor Info	
Investor Acct No - Prim	
Investor Number	
Investor Name Full	Previous Servicer Info
Investor Id	Previous Account Number
	Seller Company Name

Loan Info	Dates	Current Balances	Uncollected	Year-To-Date
Arm Flag	Int Collected To	Principal	Late Charges	Interest
Loan Type	Next Due	Escrow	Interest	Taxes
Lien Position	Last Payment	Unapplied	Fees	
Interest Rate	Last Activity	Buydown	Opt	
Collection Status	Setup Date			
	Maturity Date			

Financial

Account Number	Trans Added Date	Date Interest Paid Current	Prin Bal after trans	Transaction Description	Transaction Reason Code	Trans Type	Trans Amount	To Principal	To Interest Amt	To Escrow Amt	To Fee Amt	To Unapplied Funds Amt	To Credit Insurance Amt	To Late Charge Amt
3862	02/14/2013	11/01/2012	\$0.00	FEE	011	FB	\$20.00	\$0.00	\$0.00	\$0.00	\$20.00	\$0.00	\$0.00	\$0.00
3862	01/18/2013	11/01/2012	\$264,993.14	Escrow Disb-Tax County		E90	(\$483.90)	\$0.00	\$0.00	(\$483.90)	\$0.00	\$0.00	\$0.00	\$0.00
3862	01/17/2013	11/01/2012	\$0.00	Comment		SLC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3862	01/07/2013	11/01/2012	\$264,993.14	Escrow Disb-Tax City		E91	(\$1,265.66)	\$0.00	\$0.00	(\$1,265.66)	\$0.00	\$0.00	\$0.00	\$0.00
3862	12/18/2012	11/01/2012	\$0.00	Comment		SLC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3862	11/12/2012	11/01/2012	\$264,993.14	PAYMENT		AP	\$2,579.98	\$480.93	\$1,216.76	\$882.29	\$0.00	\$0.00	\$0.00	\$0.00
3862	10/12/2012	10/01/2012	\$265,474.07	PAYMENT		AP	\$2,579.98	\$478.74	\$1,218.95	\$882.29	\$0.00	\$0.00	\$0.00	\$0.00
3862	10/11/2012	09/01/2012	\$265,952.81	Escrow Disb-Tax School		E93	(\$2,282.99)	\$0.00	\$0.00	(\$2,282.99)	\$0.00	\$0.00	\$0.00	\$0.00
3862	09/10/2012	09/01/2012	\$265,952.81	PAYMENT		AP	\$2,579.98	\$476.56	\$1,221.13	\$882.29	\$0.00	\$0.00	\$0.00	\$0.00
3862	08/22/2012	08/01/2012	\$266,429.37	Escrow Disb-Flood		E21	(\$2,185.00)	\$0.00	\$0.00	(\$2,185.00)	\$0.00	\$0.00	\$0.00	\$0.00
3862	08/16/2012	08/01/2012	\$266,429.37	Escrow Disb-Fire		E20	(\$1,567.00)	\$0.00	\$0.00	(\$1,567.00)	\$0.00	\$0.00	\$0.00	\$0.00
3862	08/06/2012	08/01/2012	\$266,429.37	PAYMENT		AP	\$2,579.98	\$474.38	\$1,223.31	\$882.29	\$0.00	\$0.00	\$0.00	\$0.00

Loan History

0002	00/09/2012	00/01/2012	\$200,729.97	PAYMENT	AP	\$2,579.98	\$474.00	\$1,225.97	\$882.29	\$0.00	\$0.00	\$0.00	\$0.00
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Date Data as-of:

Account Number	Trans Added Date	Date Interest Paid Current	Prin Bal after trans	Transaction Description	Transaction Reason Code	Trans Type	Trans Amount	To Principal	To Interest Amt	To Escrow Amt	To Fee Amt	To Unapplied Funds Amt	To Credit Insurance Amt	To Late Charge Amt
3862	07/16/2012	07/01/2012	\$266,903.75	Escrow Disb-Tax City		E91	(\$1,153.67)	\$0.00	\$0.00	(\$1,153.67)	\$0.00	\$0.00	\$0.00	\$0.00
3862	07/16/2012	07/01/2012	\$266,903.75	Escrow Disb-Tax County		E90	(\$431.02)	\$0.00	\$0.00	(\$431.02)	\$0.00	\$0.00	\$0.00	\$0.00
3862	06/28/2012	07/01/2012	\$266,903.75	PAYMENT		AP	\$2,579.98	\$472.22	\$1,225.47	\$882.29	\$0.00	\$0.00	\$0.00	\$0.00
3862	06/12/2012	06/01/2012	\$267,375.97	PAYMENT		AP	\$2,579.98	\$470.06	\$1,227.63	\$882.29	\$0.00	\$0.00	\$0.00	\$0.00
3862	05/11/2012	05/01/2012	\$267,846.03	PAYMENT		AP	\$2,579.98	\$467.92	\$1,229.77	\$882.29	\$0.00	\$0.00	\$0.00	\$0.00
3862	04/16/2012	04/01/2012	\$268,313.95	Escrow Disb-Tax School		E93	(\$2,054.21)	\$0.00	\$0.00	(\$2,054.21)	\$0.00	\$0.00	\$0.00	\$0.00
3862	04/11/2012	04/01/2012	\$268,313.95	PAYMENT		AP	\$2,579.98	\$465.78	\$1,231.91	\$882.29	\$0.00	\$0.00	\$0.00	\$0.00
3862	03/01/2012	03/01/2012	\$268,779.73	PAYMENT		AP	\$2,579.98	\$463.66	\$1,234.03	\$882.29	\$0.00	\$0.00	\$0.00	\$0.00
3862	02/10/2012	02/01/2012	\$269,243.39	PAYMENT		AP	\$2,579.98	\$461.54	\$1,236.15	\$882.29	\$0.00	\$0.00	\$0.00	\$0.00
3862	01/23/2012	01/01/2012	\$269,704.93	Escrow Disb-Tax County		E90	(\$431.02)	\$0.00	\$0.00	(\$431.02)	\$0.00	\$0.00	\$0.00	\$0.00
3862	01/05/2012	01/01/2012	\$269,704.93	Escrow Disb-Tax City		E91	(\$1,076.88)	\$0.00	\$0.00	(\$1,076.88)	\$0.00	\$0.00	\$0.00	\$0.00
3862	12/26/2011	01/01/2012	\$269,704.93	PAYMENT		AP	\$2,579.98	\$459.44	\$1,238.25	\$882.29	\$0.00	\$0.00	\$0.00	\$0.00
3862	12/02/2011	12/01/2011	\$270,164.37	PAYMENT		AP	\$2,579.98	\$457.34	\$1,240.35	\$882.29	\$0.00	\$0.00	\$0.00	\$0.00
3862	11/11/2011	11/01/2011	\$270,621.71	Curtailment		CWA	\$33.95	\$33.95	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3862	11/11/2011	11/01/2011	\$270,655.66	PAYMENT		AP	\$2,583.97	\$455.10	\$1,242.59	\$886.28	\$0.00	\$0.00	\$0.00	\$0.00
3862	10/19/2011	10/01/2011	\$271,110.76	PAYMENT		AP	\$2,583.97	\$453.02	\$1,244.67	\$886.28	\$0.00	\$0.00	\$0.00	\$0.00
3862	10/18/2011	09/01/2011	\$0.00	Comment		SLC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3862	10/18/2011	09/01/2011	\$271,563.78	Escrow Disb-Tax School		E93	(\$2,054.22)	\$0.00	\$0.00	(\$2,054.22)	\$0.00	\$0.00	\$0.00	\$0.00
3862	09/07/2011	09/01/2011	\$271,563.78	PAYMENT		AP	\$2,583.97	\$450.96	\$1,246.73	\$886.28	\$0.00	\$0.00	\$0.00	\$0.00
3862	08/23/2011	08/01/2011	\$272,014.74	Escrow Disb-Flood		E21	(\$2,031.00)	\$0.00	\$0.00	(\$2,031.00)	\$0.00	\$0.00	\$0.00	\$0.00
3862	08/16/2011	08/01/2011	\$272,014.74	Escrow Disb-Fire		E20	(\$1,446.00)	\$0.00	\$0.00	(\$1,446.00)	\$0.00	\$0.00	\$0.00	\$0.00
3862	08/01/2011	08/01/2011	\$272,014.74	PAYMENT		AP	\$2,583.97	\$448.90	\$1,248.79	\$886.28	\$0.00	\$0.00	\$0.00	\$0.00
3862	07/07/2011	07/01/2011	\$272,463.64	Escrow Disb-Tax City		E91	(\$1,076.88)	\$0.00	\$0.00	(\$1,076.88)	\$0.00	\$0.00	\$0.00	\$0.00
3862	07/07/2011	07/01/2011	\$272,463.64	Escrow Disb-Tax County		E90	(\$408.60)	\$0.00	\$0.00	(\$408.60)	\$0.00	\$0.00	\$0.00	\$0.00
3862	07/01/2011	07/01/2011	\$272,463.64	PAYMENT		AP	\$2,583.97	\$446.85	\$1,250.84	\$886.28	\$0.00	\$0.00	\$0.00	\$0.00
3862	06/01/2011	06/01/2011	\$272,910.49	PAYMENT		AP	\$2,583.97	\$444.81	\$1,252.88	\$886.28	\$0.00	\$0.00	\$0.00	\$0.00
3862	05/02/2011	05/01/2011	\$273,355.30	PAYMENT		AP	\$2,583.97	\$442.78	\$1,254.91	\$886.28	\$0.00	\$0.00	\$0.00	\$0.00
3862	04/18/2011	04/01/2011	\$273,798.08	Escrow Disb-Tax School		E93	(\$1,944.65)	\$0.00	\$0.00	(\$1,944.65)	\$0.00	\$0.00	\$0.00	\$0.00
3862	04/01/2011	04/01/2011	\$273,798.08	PAYMENT		AP	\$2,583.97	\$440.76	\$1,256.93	\$886.28	\$0.00	\$0.00	\$0.00	\$0.00
3862	03/01/2011	03/01/2011	\$274,238.84	PAYMENT		AP	\$2,583.97	\$438.75	\$1,258.94	\$886.28	\$0.00	\$0.00	\$0.00	\$0.00
3862	02/01/2011	02/01/2011	\$274,238.84	PAYMENT		AP	\$2,583.97	\$438.75	\$1,258.94	\$886.28	\$0.00	\$0.00	\$0.00	\$0.00

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3862	02/01/2011	02/01/2011	\$214,677.59	PAYMENT	AP	\$2,583.97	\$436.75	\$1,260.94	\$886.28	\$0.00	\$0.00	\$0.00	\$0.00
3862	01/21/2011	01/01/2011	\$275,114.34	Escrow Disb-Tax County	E90	(\$408.60)	\$0.00	\$0.00	(\$408.60)	\$0.00	\$0.00	\$0.00	\$0.00

Date Data as-of:

Account Number	Trans Added Date	Date Interest Paid Current	Prin Bal after trans	Transaction Description	Transaction Reason Code	Trans Type	Trans Amount	To Principal	To Interest Amt	To Escrow Amt	To Fee Amt	To Unapplied Funds Amt	To Credit Insurance Amt	To Late Charge Amt
3862	01/06/2011	01/01/2011	\$275,114.34	Escrow Disb-Tax City		E91	(\$1,072.25)	\$0.00	\$0.00	(\$1,072.25)	\$0.00	\$0.00	\$0.00	\$0.00
3862	01/03/2011	01/01/2011	\$275,114.34	PAYMENT		AP	\$2,583.97	\$434.76	\$1,262.93	\$886.28	\$0.00	\$0.00	\$0.00	\$0.00
3862	12/01/2010	12/01/2010	\$275,549.10	PAYMENT		AP	\$2,583.97	\$432.77	\$1,264.92	\$886.28	\$0.00	\$0.00	\$0.00	\$0.00
3862	11/01/2010	11/01/2010	\$275,981.87	PAYMENT		AP	\$2,562.12	\$430.80	\$1,266.89	\$864.43	\$0.00	\$0.00	\$0.00	\$0.00
3862	10/14/2010	10/01/2010	\$276,412.67	Escrow Disb-Tax School		E93	(\$1,944.65)	\$0.00	\$0.00	(\$1,944.65)	\$0.00	\$0.00	\$0.00	\$0.00
3862	10/01/2010	10/01/2010	\$276,412.67	PAYMENT		AP	\$2,562.12	\$428.83	\$1,268.86	\$864.43	\$0.00	\$0.00	\$0.00	\$0.00
3862	09/01/2010	09/01/2010	\$276,841.50	PAYMENT		AP	\$2,562.12	\$426.88	\$1,270.81	\$864.43	\$0.00	\$0.00	\$0.00	\$0.00
3862	08/27/2010	08/01/2010	\$277,268.38	Escrow Disb-Fire		E20	(\$1,336.00)	\$0.00	\$0.00	(\$1,336.00)	\$0.00	\$0.00	\$0.00	\$0.00
3862	08/24/2010	08/01/2010	\$277,268.38	Escrow Disb-Flood		E21	(\$1,950.00)	\$0.00	\$0.00	(\$1,950.00)	\$0.00	\$0.00	\$0.00	\$0.00
3862	08/02/2010	08/01/2010	\$277,268.38	PAYMENT		AP	\$2,562.12	\$424.93	\$1,272.76	\$864.43	\$0.00	\$0.00	\$0.00	\$0.00
3862	07/19/2010	07/01/2010	\$277,693.31	Escrow Disb-Tax City		E91	(\$1,072.26)	\$0.00	\$0.00	(\$1,072.26)	\$0.00	\$0.00	\$0.00	\$0.00
3862	07/12/2010	07/01/2010	\$277,693.31	Escrow Disb-Tax County		E90	(\$431.09)	\$0.00	\$0.00	(\$431.09)	\$0.00	\$0.00	\$0.00	\$0.00
3862	07/01/2010	07/01/2010	\$277,693.31	PAYMENT		AP	\$2,562.12	\$422.99	\$1,274.70	\$864.43	\$0.00	\$0.00	\$0.00	\$0.00
3862	06/01/2010	06/01/2010	\$278,116.30	PAYMENT		AP	\$2,562.12	\$421.06	\$1,276.63	\$864.43	\$0.00	\$0.00	\$0.00	\$0.00
3862	05/03/2010	05/01/2010	\$278,537.36	PAYMENT		AP	\$2,562.12	\$419.14	\$1,278.55	\$864.43	\$0.00	\$0.00	\$0.00	\$0.00
3862	04/22/2010	04/01/2010	\$278,956.50	Escrow Disb-Tax School		E93	(\$1,981.36)	\$0.00	\$0.00	(\$1,981.36)	\$0.00	\$0.00	\$0.00	\$0.00
3862	04/01/2010	04/01/2010	\$278,956.50	PAYMENT		AP	\$2,562.12	\$417.23	\$1,280.46	\$864.43	\$0.00	\$0.00	\$0.00	\$0.00
3862	03/01/2010	03/01/2010	\$279,373.73	PAYMENT		AP	\$2,562.12	\$415.32	\$1,282.37	\$864.43	\$0.00	\$0.00	\$0.00	\$0.00
3862	02/01/2010	02/01/2010	\$279,789.05	PAYMENT		AP	\$2,562.12	\$413.43	\$1,284.26	\$864.43	\$0.00	\$0.00	\$0.00	\$0.00
3862	01/25/2010	01/01/2010	\$280,202.48	Escrow Disb-Tax County		E90	(\$431.10)	\$0.00	\$0.00	(\$431.10)	\$0.00	\$0.00	\$0.00	\$0.00
3862	01/07/2010	01/01/2010	\$280,202.48	Escrow Disb-Tax City		E91	(\$967.72)	\$0.00	\$0.00	(\$967.72)	\$0.00	\$0.00	\$0.00	\$0.00
3862	01/01/2010	01/01/2010	\$280,202.48	PAYMENT		AP	\$2,562.12	\$411.54	\$1,286.15	\$864.43	\$0.00	\$0.00	\$0.00	\$0.00
3862	12/01/2009	12/01/2009	\$280,614.02	PAYMENT		AP	\$2,562.12	\$409.66	\$1,288.03	\$864.43	\$0.00	\$0.00	\$0.00	\$0.00
3862	11/02/2009	11/01/2009	\$281,023.68	PAYMENT		AP	\$2,522.28	\$407.80	\$1,289.89	\$824.59	\$0.00	\$0.00	\$0.00	\$0.00
3862	10/20/2009	10/01/2009	\$281,431.48	Escrow Disb-Tax School		E93	(\$1,981.37)	\$0.00	\$0.00	(\$1,981.37)	\$0.00	\$0.00	\$0.00	\$0.00
3862	10/01/2009	10/01/2009	\$281,431.48	PAYMENT		AP	\$2,522.28	\$405.94	\$1,291.75	\$824.59	\$0.00	\$0.00	\$0.00	\$0.00
3862	09/01/2009	09/01/2009	\$281,837.42	PAYMENT		AP	\$2,522.28	\$404.08	\$1,293.61	\$824.59	\$0.00	\$0.00	\$0.00	\$0.00
3862	08/24/2009	08/01/2009	\$282,241.50	Escrow Disb-Flood		E21	(\$2,080.00)	\$0.00	\$0.00	(\$2,080.00)	\$0.00	\$0.00	\$0.00	\$0.00
3862	08/18/2009	08/01/2009	\$282,241.50	Escrow Disb-Fire		E20	(\$1,196.00)	\$0.00	\$0.00	(\$1,196.00)	\$0.00	\$0.00	\$0.00	\$0.00
3862	08/03/2009	08/01/2009	\$282,241.50	PAYMENT		AP	\$2,522.28	\$402.24	\$1,295.45	\$824.59	\$0.00	\$0.00	\$0.00	\$0.00

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	3862	07/14/2009	07/01/2009	\$282,643.74	Escrow Disb-Tax County	E90	(\$405.01)	\$0.00	\$0.00	(\$405.01)	\$0.00	\$0.00	\$0.00
	3862	07/07/2009	07/01/2009	\$282,643.74	Escrow Disb-Tax City	E91	(\$967.72)	\$0.00	\$0.00	(\$967.72)	\$0.00	\$0.00	\$0.00

Date Data as-of:

Account Number	Trans Added Date	Date Interest Paid Current	Prin Bal after trans	Transaction Description	Transaction Reason Code	Trans Type	Trans Amount	To Principal	To Interest Amt	To Escrow Amt	To Fee Amt	To Unapplied Funds Amt	To Credit Insurance Amt	To Late Charge Amt
	3862	07/01/2009	07/01/2009	\$282,643.74	PAYMENT	AP	\$2,522.28	\$400.40	\$1,297.29	\$824.59	\$0.00	\$0.00	\$0.00	\$0.00
	3862	06/01/2009	06/01/2009	\$283,044.14	PAYMENT	AP	\$2,522.28	\$398.58	\$1,299.11	\$824.59	\$0.00	\$0.00	\$0.00	\$0.00
	3862	05/01/2009	05/01/2009	\$283,442.72	PAYMENT	AP	\$2,522.28	\$396.76	\$1,300.93	\$824.59	\$0.00	\$0.00	\$0.00	\$0.00
	3862	04/20/2009	04/01/2009	\$283,839.48	Escrow Disb-Tax School	E93	(\$1,864.81)	\$0.00	\$0.00	(\$1,864.81)	\$0.00	\$0.00	\$0.00	\$0.00
	3862	04/01/2009	04/01/2009	\$283,839.48	PAYMENT	AP	\$2,522.28	\$394.95	\$1,302.74	\$824.59	\$0.00	\$0.00	\$0.00	\$0.00
	3862	03/02/2009	03/01/2009	\$284,234.43	PAYMENT	AP	\$2,522.28	\$393.15	\$1,304.54	\$824.59	\$0.00	\$0.00	\$0.00	\$0.00
	3862	02/02/2009	02/01/2009	\$284,627.58	PAYMENT	AP	\$2,522.28	\$391.35	\$1,306.34	\$824.59	\$0.00	\$0.00	\$0.00	\$0.00
	3862	01/21/2009	01/01/2009	\$285,018.93	Escrow Disb-Tax County	E90	(\$405.02)	\$0.00	\$0.00	(\$405.02)	\$0.00	\$0.00	\$0.00	\$0.00
	3862	01/07/2009	01/01/2009	\$285,018.93	Escrow Disb-Tax City	E91	(\$983.96)	\$0.00	\$0.00	(\$983.96)	\$0.00	\$0.00	\$0.00	\$0.00
	3862	01/01/2009	01/01/2009	\$285,018.93	PAYMENT	AP	\$2,522.28	\$389.57	\$1,308.12	\$824.59	\$0.00	\$0.00	\$0.00	\$0.00
	3862	12/01/2008	12/01/2008	\$285,408.50	PAYMENT	AP	\$2,522.28	\$387.79	\$1,309.90	\$824.59	\$0.00	\$0.00	\$0.00	\$0.00
	3862	11/03/2008	11/01/2008	\$285,796.29	PAYMENT	AP	\$2,501.89	\$386.02	\$1,311.67	\$804.20	\$0.00	\$0.00	\$0.00	\$0.00
	3862	10/21/2008	10/01/2008	\$286,182.31	Escrow Disb-Tax School	E93	(\$1,864.82)	\$0.00	\$0.00	(\$1,864.82)	\$0.00	\$0.00	\$0.00	\$0.00
	3862	10/01/2008	10/01/2008	\$286,182.31	PAYMENT	AP	\$2,501.89	\$384.26	\$1,313.43	\$804.20	\$0.00	\$0.00	\$0.00	\$0.00
	3862	09/01/2008	09/01/2008	\$286,566.57	PAYMENT	AP	\$2,501.89	\$382.51	\$1,315.18	\$804.20	\$0.00	\$0.00	\$0.00	\$0.00
	3862	08/22/2008	08/01/2008	\$286,949.08	Escrow Disb-Flood	E21	(\$2,080.00)	\$0.00	\$0.00	(\$2,080.00)	\$0.00	\$0.00	\$0.00	\$0.00
	3862	08/18/2008	08/01/2008	\$286,949.08	Escrow Disb-Fire	E20	(\$983.00)	\$0.00	\$0.00	(\$983.00)	\$0.00	\$0.00	\$0.00	\$0.00
	3862	08/01/2008	08/01/2008	\$286,949.08	PAYMENT	AP	\$2,501.89	\$380.76	\$1,316.93	\$804.20	\$0.00	\$0.00	\$0.00	\$0.00
	3862	07/17/2008	07/01/2008	\$287,329.84	Escrow Disb-Tax County	E90	(\$381.27)	\$0.00	\$0.00	(\$381.27)	\$0.00	\$0.00	\$0.00	\$0.00
	3862	07/09/2008	07/01/2008	\$287,329.84	Escrow Disb-Tax City	E91	(\$983.97)	\$0.00	\$0.00	(\$983.97)	\$0.00	\$0.00	\$0.00	\$0.00
	3862	07/01/2008	07/01/2008	\$287,329.84	PAYMENT	AP	\$2,501.89	\$379.02	\$1,318.67	\$804.20	\$0.00	\$0.00	\$0.00	\$0.00
	3862	06/02/2008	06/01/2008	\$287,708.86	PAYMENT	AP	\$2,501.89	\$377.30	\$1,320.39	\$804.20	\$0.00	\$0.00	\$0.00	\$0.00
	3862	05/01/2008	05/01/2008	\$288,086.16	PAYMENT	AP	\$2,501.89	\$375.57	\$1,322.12	\$804.20	\$0.00	\$0.00	\$0.00	\$0.00
	3862	04/22/2008	04/01/2008	\$288,461.73	Escrow Disb-Tax School	E93	(\$1,753.44)	\$0.00	\$0.00	(\$1,753.44)	\$0.00	\$0.00	\$0.00	\$0.00
	3862	04/01/2008	04/01/2008	\$288,461.73	PAYMENT	AP	\$2,501.89	\$373.86	\$1,323.83	\$804.20	\$0.00	\$0.00	\$0.00	\$0.00
	3862	03/03/2008	03/01/2008	\$288,835.59	PAYMENT	AP	\$2,501.89	\$372.15	\$1,325.54	\$804.20	\$0.00	\$0.00	\$0.00	\$0.00
	3862	02/01/2008	02/01/2008	\$289,207.74	PAYMENT	AP	\$2,501.89	\$370.46	\$1,327.23	\$804.20	\$0.00	\$0.00	\$0.00	\$0.00
	3862	01/23/2008	01/01/2008	\$289,578.20	Escrow Disb-Tax County	E90	(\$381.28)	\$0.00	\$0.00	(\$381.28)	\$0.00	\$0.00	\$0.00	\$0.00
	3862	01/09/2008	01/01/2008	\$289,578.20	Escrow Disb-Tax City	E91	(\$1,027.19)	\$0.00	\$0.00	(\$1,027.19)	\$0.00	\$0.00	\$0.00	\$0.00

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3862	01/01/2008	01/01/2008	\$289,578.20	PAYMENT	AP	\$2,501.89	\$368.77	\$1,328.92	\$804.20	\$0.00	\$0.00	\$0.00	\$0.00
3862	12/03/2007	12/01/2007	\$289,946.97	PAYMENT	AP	\$2,501.89	\$367.08	\$1,330.61	\$804.20	\$0.00	\$0.00	\$0.00	\$0.00
3862	11/01/2007	11/01/2007	\$290,314.05	PAYMENT	AP	\$2,475.93	\$365.41	\$1,332.28	\$778.24	\$0.00	\$0.00	\$0.00	\$0.00

Date Data as-of:

Account Number	Trans Added Date	Date Interest Paid Current	Prin Bal after trans	Transaction Description	Transaction Reason Code	Trans Type	Trans Amount	To Principal	To Interest Amt	To Escrow Amt	To Fee Amt	To Unapplied Funds Amt	To Credit Insurance Amt	To Late Charge Amt
3862	10/18/2007	10/01/2007	\$290,679.46	Escrow Disb-Tax School		E93	(\$1,753.45)	\$0.00	\$0.00	(\$1,753.45)	\$0.00	\$0.00	\$0.00	\$0.00
3862	10/01/2007	10/01/2007	\$290,679.46	PAYMENT		AP	\$2,475.93	\$363.74	\$1,333.95	\$778.24	\$0.00	\$0.00	\$0.00	\$0.00
3862	09/03/2007	09/01/2007	\$291,043.20	PAYMENT		AP	\$2,475.93	\$362.08	\$1,335.61	\$778.24	\$0.00	\$0.00	\$0.00	\$0.00
3862	08/22/2007	08/01/2007	\$291,405.28	Escrow Disb-Flood		E21	(\$1,855.00)	\$0.00	\$0.00	(\$1,855.00)	\$0.00	\$0.00	\$0.00	\$0.00
3862	08/16/2007	08/01/2007	\$291,405.28	Escrow Disb-Fire		E20	(\$969.00)	\$0.00	\$0.00	(\$969.00)	\$0.00	\$0.00	\$0.00	\$0.00
3862	08/01/2007	08/01/2007	\$291,405.28	PAYMENT		AP	\$2,475.93	\$360.43	\$1,337.26	\$778.24	\$0.00	\$0.00	\$0.00	\$0.00
3862	07/18/2007	07/01/2007	\$291,765.71	Escrow Disb-Tax County		E90	(\$365.45)	\$0.00	\$0.00	(\$365.45)	\$0.00	\$0.00	\$0.00	\$0.00
3862	07/09/2007	07/01/2007	\$291,765.71	Escrow Disb-Tax City		E91	(\$1,027.19)	\$0.00	\$0.00	(\$1,027.19)	\$0.00	\$0.00	\$0.00	\$0.00
3862	07/02/2007	07/01/2007	\$291,765.71	PAYMENT		AP	\$2,475.93	\$358.79	\$1,338.90	\$778.24	\$0.00	\$0.00	\$0.00	\$0.00
3862	06/01/2007	06/01/2007	\$292,124.50	PAYMENT		AP	\$2,475.93	\$357.15	\$1,340.54	\$778.24	\$0.00	\$0.00	\$0.00	\$0.00
3862	05/01/2007	05/01/2007	\$292,481.65	PAYMENT		AP	\$2,475.93	\$355.52	\$1,342.17	\$778.24	\$0.00	\$0.00	\$0.00	\$0.00
3862	04/25/2007	04/01/2007	\$292,837.17	Escrow Disb-Tax School		E93	(\$1,658.59)	\$0.00	\$0.00	(\$1,658.59)	\$0.00	\$0.00	\$0.00	\$0.00
3862	04/02/2007	04/01/2007	\$292,837.17	PAYMENT		AP	\$2,475.93	\$353.90	\$1,343.79	\$778.24	\$0.00	\$0.00	\$0.00	\$0.00
3862	03/01/2007	03/01/2007	\$293,191.07	PAYMENT		AP	\$2,475.93	\$352.28	\$1,345.41	\$778.24	\$0.00	\$0.00	\$0.00	\$0.00
3862	02/01/2007	02/01/2007	\$293,543.35	PAYMENT		AP	\$2,475.93	\$350.68	\$1,347.01	\$778.24	\$0.00	\$0.00	\$0.00	\$0.00
3862	01/25/2007	01/01/2007	\$293,894.03	Escrow Disb-Tax County		E90	(\$365.46)	\$0.00	\$0.00	(\$365.46)	\$0.00	\$0.00	\$0.00	\$0.00
3862	01/12/2007	01/01/2007	\$293,894.03	Escrow Disb-Tax City		E91	(\$1,052.89)	\$0.00	\$0.00	(\$1,052.89)	\$0.00	\$0.00	\$0.00	\$0.00
3862	01/01/2007	01/01/2007	\$293,894.03	PAYMENT		AP	\$2,475.93	\$349.08	\$1,348.61	\$778.24	\$0.00	\$0.00	\$0.00	\$0.00
3862	12/01/2006	12/01/2006	\$294,243.11	PAYMENT		AP	\$2,475.93	\$347.48	\$1,350.21	\$778.24	\$0.00	\$0.00	\$0.00	\$0.00
3862	11/01/2006	11/01/2006	\$294,590.59	PAYMENT		AP	\$2,279.40	\$345.90	\$1,351.79	\$581.71	\$0.00	\$0.00	\$0.00	\$0.00
3862	10/18/2006	10/01/2006	\$294,936.49	Escrow Disb-Tax School		E93	(\$1,658.60)	\$0.00	\$0.00	(\$1,658.60)	\$0.00	\$0.00	\$0.00	\$0.00
3862	10/02/2006	10/01/2006	\$294,936.49	PAYMENT		AP	\$2,279.40	\$344.32	\$1,353.37	\$581.71	\$0.00	\$0.00	\$0.00	\$0.00
3862	09/01/2006	09/01/2006	\$295,280.81	PAYMENT		AP	\$2,279.40	\$342.75	\$1,354.94	\$581.71	\$0.00	\$0.00	\$0.00	\$0.00
3862	08/28/2006	08/01/2006	\$295,623.56	Escrow Disb-Fire		E20	(\$661.00)	\$0.00	\$0.00	(\$661.00)	\$0.00	\$0.00	\$0.00	\$0.00
3862	08/22/2006	08/01/2006	\$295,623.56	Escrow Disb-Flood		E21	(\$1,675.00)	\$0.00	\$0.00	(\$1,675.00)	\$0.00	\$0.00	\$0.00	\$0.00
3862	08/01/2006	08/01/2006	\$295,623.56	PAYMENT		AP	\$2,279.40	\$341.18	\$1,356.51	\$581.71	\$0.00	\$0.00	\$0.00	\$0.00
3862	07/19/2006	07/01/2006	\$295,964.74	Escrow Disb-Tax County		E90	(\$360.48)	\$0.00	\$0.00	(\$360.48)	\$0.00	\$0.00	\$0.00	\$0.00
3862	07/13/2006	07/01/2006	\$295,964.74	Escrow Disb-Tax City		E91	(\$1,052.90)	\$0.00	\$0.00	(\$1,052.90)	\$0.00	\$0.00	\$0.00	\$0.00

Loan History

3862	07/03/2006	07/01/2006	\$295,964.74	PAYMENT	AP	\$2,279.40	\$339.63	\$1,358.06	\$581.71	\$0.00	\$0.00	\$0.00	\$0.00
3862	06/01/2006	06/01/2006	\$296,304.37	PAYMENT	AP	\$2,279.40	\$338.08	\$1,359.61	\$581.71	\$0.00	\$0.00	\$0.00	\$0.00
3862	05/01/2006	05/01/2006	\$296,642.45	PAYMENT	AP	\$2,279.40	\$336.54	\$1,361.15	\$581.71	\$0.00	\$0.00	\$0.00	\$0.00
3862	04/18/2006	04/01/2006	\$296,978.99	Escrow Disb-Tax School	E93	(\$1,677.43)	\$0.00	\$0.00	(\$1,677.43)	\$0.00	\$0.00	\$0.00	\$0.00

Date Data as-of:

Account Number	Trans Added Date	Date Interest Paid Current	Prin Bal after trans	Transaction Description	Transaction Reason Code	Trans Type	Trans Amount	To Principal	To Interest Amt	To Escrow Amt	To Fee Amt	To Unapplied Funds Amt	To Credit Insurance Amt	To Late Charge Amt
3862	04/03/2006	04/01/2006	\$296,978.99	PAYMENT		AP	\$2,279.40	\$335.00	\$1,362.69	\$581.71	\$0.00	\$0.00	\$0.00	\$0.00
3862	03/01/2006	03/01/2006	\$297,313.99	PAYMENT		AP	\$2,279.40	\$333.47	\$1,364.22	\$581.71	\$0.00	\$0.00	\$0.00	\$0.00
3862	02/01/2006	02/01/2006	\$297,647.46	PAYMENT		AP	\$2,279.40	\$331.95	\$1,365.74	\$581.71	\$0.00	\$0.00	\$0.00	\$0.00
3862	01/19/2006	01/01/2006	\$297,979.41	Escrow Disb-Tax County		E90	(\$360.49)	\$0.00	\$0.00	(\$360.49)	\$0.00	\$0.00	\$0.00	\$0.00
3862	01/04/2006	01/01/2006	\$297,979.41	Escrow Disb-Tax City		E91	(\$872.76)	\$0.00	\$0.00	(\$872.76)	\$0.00	\$0.00	\$0.00	\$0.00
3862	01/02/2006	01/01/2006	\$297,979.41	PAYMENT		AP	\$2,279.40	\$330.44	\$1,367.25	\$581.71	\$0.00	\$0.00	\$0.00	\$0.00
3862	12/16/2005	12/01/2005	\$298,309.85	Escrow Refund-Tax School		R93	\$1,677.44	\$0.00	\$0.00	\$1,677.44	\$0.00	\$0.00	\$0.00	\$0.00
3862	12/01/2005	12/01/2005	\$298,309.85	PAYMENT		AP	\$2,279.40	\$328.93	\$1,368.76	\$581.71	\$0.00	\$0.00	\$0.00	\$0.00
3862	10/20/2005	10/01/2005	\$299,000.00	PAYMENT		RT	(\$3,442.84)	(\$327.27)	(\$1,370.42)	(\$1,745.15)	\$0.00	\$0.00	\$0.00	\$0.00
3862	10/20/2005	11/01/2005	\$298,672.73	Curtailment		CTB	(\$33.95)	(\$33.95)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3862	10/20/2005	11/01/2005	\$298,638.78	Curtailment		CTT	\$33.95	\$33.95	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3862	10/20/2005	11/01/2005	\$298,638.78	Escrow Disb-Tax School		E93	(\$1,677.44)	\$0.00	\$0.00	(\$1,677.44)	\$0.00	\$0.00	\$0.00	\$0.00
3862	10/20/2005	11/01/2005	\$298,672.73	PAYMENT		PT	\$3,442.84	\$327.27	\$1,370.42	\$1,745.15	\$0.00	\$0.00	\$0.00	\$0.00
3862	09/22/2005	11/01/2005	\$298,638.78	Curtailment		CTA	\$33.95	\$33.95	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3862	09/22/2005	11/01/2005	\$298,672.73	PAYMENT		AP	\$2,279.40	\$327.27	\$1,370.42	\$581.71	\$0.00	\$0.00	\$0.00	\$0.00
3862	09/13/2005	10/01/2005	\$299,000.00	PAYMENT		PT	\$1,163.44	\$0.00	\$0.00	\$1,163.44	\$0.00	\$0.00	\$0.00	\$0.00
3862	09/13/2005	10/01/2005	\$299,000.00	PAYMENT		RT	(\$1,163.44)	\$0.00	\$0.00	(\$1,163.44)	\$0.00	\$0.00	\$0.00	\$0.00
3862	09/09/2005	10/01/2005	\$299,000.00	PAYMENT		SR	\$1,163.44	\$0.00	\$0.00	\$1,163.44	\$0.00	\$0.00	\$0.00	\$0.00

Comments:

Transaction s Account Number	Area ID	Trans Added Date	Trans Type	Transaction Message	Trans User Name
3862	COL11	02/15/2013	CIT	004 DONE 02/15/13 BY TLR 05023	AMBER KELLER
3862	COL11	02/15/2013	CIT	TSK TYP 428-DISASTER FORBEA	AMBER KELLER
3862	COL11	02/15/2013	CIT	004 Closing CIT 428, opened CIT 586	AMBER KELLER
3862	COL11	02/15/2013	CIT	005 Open CIT 586, Disaster Forbearance callback.	AMBER KELLER
3862	COL11	02/15/2013	CIT	Possible forbearance extension.	AMBER KELLER
3862	LMT	02/15/2013	NT	sent EPBO to Amy Brune-corelogic;	LYNN HEFFLER
3862	LMT	02/15/2013	NT	VVWhite-corelogic & LG	LYNN HEFFLER

n History					
3862	HAZ	02/15/2013	NT	ICC/QBE/239797*User Notes*	BALBOA API ID
3862	HAZ	02/15/2013	NT	BSellers re research ELRT 10080543 del 12/1/12	BALBOA API ID
3862	HAZ	02/15/2013	NT	Counselor Code is not Balboa. Determine if we	BALBOA API ID
3862	HAZ	02/15/2013	NT	should monitor this loss or not. Counselor Code	BALBOA API ID

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Transaction s Account Number	Area ID	Trans Added Date	Trans Type	Transaction Message	Trans User Name
3862	HAZ	02/15/2013	NT	: XXX*Set cc to BAL, updated info, action	BALBOA API ID
3862	HAZ	02/15/2013	NT	complete	BALBOA API ID
3862	COL09	02/15/2013	CIT	004 New CIT 428 - info received for review.	RYAN LOOBY
3862	HAZ	02/15/2013	NT	ICC/QBE/239797 *Document Generated*	BALBOA API ID
3862	HAZ	02/15/2013	NT	Document Number 10080586	BALBOA API ID
3862	HAZ	02/15/2013	NT	Doc Claim Packet Request	BALBOA API ID
3862		02/14/2013	CBR	CR BUR RPT STATUS=N;EXPIRE DT = 03/01/13	SYSTEM ID
3862		02/14/2013	CBR	MANUAL REQUEST: CBR SPECIAL COMMENT = AW	SYSTEM ID
3862		02/14/2013	CBR	DELINQUENT: 60 DAYS	SYSTEM ID
3862		02/14/2013	FSV	INSP TP D RESULTS RCVD; ORD DT=02/04/13	SYSTEM ID
3862	BTTC	02/14/2013	NT	Phone :732-462-6672	CRISTIAN RAMIREZ
3862	BTTC	02/14/2013	NT	Time :Any	CRISTIAN RAMIREZ
3862		02/14/2013	LMT	FINANCIAL INFORMATION COLLECTED FOR HMP	CRISTIAN RAMIREZ
3862		02/14/2013	LMT	LMT BORR FIN REC ADDED	CRISTIAN RAMIREZ
3862	PARPK	02/14/2013	NT	Financial Package Rcvd, imaged as -WOUT-. Package	CRISTIAN RAMIREZ
3862	PARPK	02/14/2013	NT	sent for review. KSteimel 4673	CRISTIAN RAMIREZ
3862		02/14/2013	DM	DFLT REASON 1 CHANGED TO: CASUALTY LOSS	CRISTIAN RAMIREZ
3862		02/14/2013	DM	ACTION/RESULT CD CHANGED FROM OAAI TO NOTE	CRISTIAN RAMIREZ
3862	HAZ	02/14/2013	NT	ICC/QBE/239797*User Notes*	BALBOA API ID
3862	HAZ	02/14/2013	NT	NEW LOSS-SPK W/ EdwardCALLER'S #: 732-462-6672IN	BALBOA API ID
3862	HAZ	02/14/2013	NT	CO.:FidelityEst Dwelling Cov: Updated FDDA: Yes	BALBOA API ID
3862	HAZ	02/14/2013	NT	*Investor: Freddie Mac*Property	BALBOA API ID
3862	HAZ	02/14/2013	NT	type:PrimaryADVSD: r/e process	BALBOA API ID
3862	HAZ	02/14/2013	NT	ICC/QBE/239797*Authorized Contact Updated*	BALBOA API ID
3862	HAZ	02/14/2013	NT	ICC/QBE/ELR Tracking No 239797	BALBOA API ID
3862	HAZ	02/14/2013	NT	**New Loss Report**	BALBOA API ID
3862	HAZ	02/14/2013	NT	Loan Status:Delinquent	BALBOA API ID
3862	HAZ	02/14/2013	NT	Mortgage Due Date: 12/01/2012	BALBOA API ID
3862	HAZ	02/14/2013	NT	Post Petition Due Date:	BALBOA API ID
3862	HAZ	02/14/2013	NT		BALBOA API ID

Loan History

3862	HAZ	02/14/2013	NI	Loss:Wind-Hurricane	BALBOA API ID
3862	HAZ	02/14/2013	NT	Approx Loss Date:10/29/2012	BALBOA API ID
3862	HAZ	02/14/2013	NT	Estimated Loss Amount:90413.90	BALBOA API ID
3862	HAZ	02/14/2013	NT	Catastrophe:390 Hurricane Sandy	BALBOA API ID
3862		02/14/2013	DM	TT B2,SD RCVD A LTR STATING ACCT IS IN DEFAULT & A	NELA CABANES
3862		02/14/2013	DM	FAF IS INCLUDED.SD SET UP FB ON THE ACCT.ADV FB IS	NELA CABANES

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Transaction s Account Number	Area ID	Trans Added Date	Trans Type	Transaction Message	Trans User Name
3862		02/14/2013	DM	STILL ACTIVE.ADV CAN COMPLTE THE WOP ESP IF ACCT	NELA CABANES
3862		02/14/2013	DM	CANT BE R/I ONCE THE FB ENDED.INQ IF FB CAN BE	NELA CABANES
3862		02/14/2013	DM	EXTENDED.ADV TO CB ONCE FB IS	NELA CABANES
3862		02/14/2013	DM	ACTION/RESULT CD CHANGED FROM BRSS TO OAAI	NELA CABANES
3862		02/14/2013	DM	COMPLTED TO REQ IF FB CAN BE EXTENDED.SD RCVD	NELA CABANES
3862		02/14/2013	DM	CHECK FROM INSURANCE.INQ PROCESS.ADV XFER CALL TO	NELA CABANES
3862		02/14/2013	DM	INS.NELAC8412435	NELA CABANES
3862		02/14/2013	DM	ACTION/RESULT CD CHANGED FROM BRLM TO BRSS	NELA CABANES
3862	LMT	02/12/2013	NT	Ordered EBPO.	LYNN HEFFLER
3862	FSV	02/12/2013	NT	FHLMC has requested exterior BPO as account has FB	AMY BRUNE
3862	FSV	02/12/2013	NT	alert	AMY BRUNE
3862	DODV	02/09/2013	NT	Per DOD website check 2013-02-03 secondary	API CSRV
3862	DODV	02/09/2013	NT	borrower EDWARD TOBIAS is not active duty. Copy	API CSRV
3862	DODV	02/09/2013	NT	of DOD website is imaged in Looking Glass.	API CSRV
3862	DODV	02/09/2013	NT	Per DOD website check 2013-02-03 primary borrower	API CSRV
3862	DODV	02/09/2013	NT	SUZANNE KOEGLER is not active duty. Copy of DOD	API CSRV
3862	DODV	02/09/2013	NT	website is imaged in Looking Glass.	API CSRV
3862		02/08/2013	DM	OB CALLED 732-462-6672, LEFT A VOICE MESSAGE FOR A	BRIAN ABRAMS
3862		02/08/2013	DM	CALLBACK; CALLING ON THE FORBEARANCE PLAN SETUP ON	BRIAN ABRAMS
3862		02/08/2013	DM	THE ACCT	BRIAN ABRAMS
3862		02/08/2013	DM	ACTION/RESULT CD CHANGED FROM BRCP TO BRLM	BRIAN ABRAMS
3862	FCL	02/08/2013	CIT	003 DONE 02/08/13 BY TLR 02558	MARY LYNN ALBRIGHT
3862	FCL	02/08/2013	CIT	TSK TYP 351-FHLMC DISTRESSE	MARY LYNN ALBRIGHT
3862	DM	02/07/2013	NT	FHLMC EDR 01/31/13- H4 1/16/2013 9 11/28/2012	LAILA BEGUM
3862	DM	02/07/2013	NT	80 1/30/2013	LAILA BEGUM
3862	FSV	02/07/2013	NT	Received response from Distressed- DL,Please	YASHODURGA NARA
3862	FSV	02/07/2013	NT	advise if a claim was filed for this property and	YASHODURGA NARA
3862	FSV	02/07/2013	NT	order an interior hazard distressed bpo from BPO	YASHODURGA NARA
3862	FSV	02/07/2013	NT	Direct. Please provide once completed. Durga	YASHODURGA NARA

Loan History

3862	FSV	02/07/2013	NT	Direct. Please provide once completed. - Durga	YASHODURGA NARA
3862	FSV	02/07/2013	NT	3695.	YASHODURGA NARA
3862		02/04/2013	FSV	INSP TYPE D ORDERED; REQ CD =AUTO DELQ	SYSTEM ID
3862		02/04/2013	DM	EARLY IND: SCORE 295 MODEL EI60C	SYSTEM ID
3862	COL40	02/02/2013	CIT	003 New CIT 351 Property has been found to be	USHA RANI ARUVA
3862	COL40	02/02/2013	CIT	distressed. FHLMC Form 105 for Distressed	USHA RANI ARUVA
3862	COL40	02/02/2013	CIT	Property submitted to FHLMC Distressed	USHA RANI ARUVA

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Transaction s Account Number	Area ID	Trans Added Date	Trans Type	Transaction Message	Trans User Name
3862	COL40	02/02/2013	CIT	Property atDistressed_Property@freddiemac.com	USHA RANI ARUVA
3862	COL40	02/02/2013	CIT	Neglect,Monitoring for results,Usha,19184	USHA RANI ARUVA
3862	HMPSC	02/01/2013	NT	2nd notice solicitation sent to borrower via	JAMES WILLIAMSON
3862	HMPSC	02/01/2013	NT	certified mail # "71925948001901127259 "	JAMES WILLIAMSON
3862		01/31/2013	DM	BREACH HOLD PLACED-EXPIRATION DATE 03/01/13	ALI BAHARLOO
3862		01/31/2013	D19	BREACH SUZANNE KOEGLER	SYSTEM ID
3862		01/31/2013	D19	BREACH SUZANNE KOEGLER	SYSTEM ID
3862	00	01/22/2013	EDR	FHLMC ACTION CODE 02 CHANGED FROM TO 9	LAILA BEGUM
3862	00	01/22/2013	EDR	FHLMC ACTION DT 02 CHANGED 00/00/00 TO 11/28/12	LAILA BEGUM
3862		01/21/2013	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
3862		01/18/2013	PPT	FILE CLOSED (2) COMPLETED 01/18/13	RAVI BABU THOTA
3862		01/18/2013	PPT	VAC-PROPERTY SECURE (501) COMPLETED 01/18/13	RAVI BABU THOTA
3862		01/16/2013	HMP	HMP SOLICITATION DT CHGD 00/00/00 TO 01/16/13	JAMES WILLIAMSON
3862		01/16/2013	HMP	HMP SOLICITED 01/16/13	JAMES WILLIAMSON
3862	HMPS	01/16/2013	NT	Home Affordable Modification program sent to	API CSRV
3862	HMPS	01/16/2013	NT	borrower on 1/16/13	API CSRV
3862	FSV	01/16/2013	NT	Received on FTV Report, Acct in COL, Rep @ Prop.	RAVI BABU THOTA
3862	FSV	01/16/2013	NT	01/10/2013 , Forbearance Plan, Will Monitor -	RAVI BABU THOTA
3862	FSV	01/16/2013	NT	Ravi 14855	RAVI BABU THOTA
3862		01/15/2013	FSV	INSP TP A RESULTS RCVD; ORD DT=01/04/13	SYSTEM ID
3862		01/14/2013	PPT	MTR	RAVI BABU THOTA
3862		01/14/2013	PPT	TASK:0002-FSV-CHANGD FUPDT 02/11/13	RAVI BABU THOTA
3862		01/14/2013	PPT	MTR	RAVI BABU THOTA
3862		01/14/2013	PPT	TASK:0501-FSV-CHANGD FUPDT 01/25/13	RAVI BABU THOTA
3862		01/14/2013	PPT	VAC-ORDERED SECURING (500) COMPLETED 01/14/13	RAVI BABU THOTA
3862		01/14/2013	PPT	PURSUE PROP PRES (1) COMPLETED 01/14/13	RAVI BABU THOTA
3862	FSV	01/14/2013	NT	Received on FTV Report, Acct in COL, Rep @ Prop.	RAVI BABU THOTA
3862	FSV	01/14/2013	NT	01/10/2013 Forbearance Plan Will Monitor -	RAVI BABU THOTA

n History					
3862	FSV	01/14/2013	NT	Ravi 14855	RAVI BABU THOTA
3862		01/14/2013	D19	DEF - OPTIONS TO AVOID FORECLOSURE	SYSTEM ID
3862		01/10/2013	CBR	CR BUR RPT STATUS=N;EXPIRE DT = 03/01/13	SYSTEM ID
3862		01/10/2013	CBR	MANUAL REQUEST: CBR SPECIAL COMMENT = AW	SYSTEM ID
3862		01/10/2013	CBR	DELINQUENT: 30 DAYS	SYSTEM ID
3862	FSV	01/04/2013	NT	Exterior disaster inspection ordered from	API CSRV
3862	FSV	01/04/2013	NT	CoreLogic- no preservation work without GMAC	API CSRV

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Transaction s Account Number	Area ID	Trans Added Date	Trans Type	Transaction Message	Trans User Name
3862	FSV	01/04/2013	NT	approval	API CSRV
3862		01/02/2013	DM	EARLY IND: SCORE 385 MODEL EI30C	SYSTEM ID
3862	00	12/28/2012	EDR	FHLMC ACTION CODE 03 CHANGED FROM 20 TO	LAILA BEGUM
3862	00	12/28/2012	EDR	FHLMC ACTION DT 03 CHANGED 11/12/12 TO 00/00/00	LAILA BEGUM
3862		12/19/2012	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
3862		12/14/2012	CBR	CR BUR RPT STATUS=N;EXPIRE DT = 03/01/13	SYSTEM ID
3862		12/14/2012	CBR	MANUAL REQUEST: CBR SPECIAL COMMENT = AW	SYSTEM ID
3862		12/14/2012	CBR	CURRENT: < 30 DAYS	SYSTEM ID
3862		12/05/2012	DM	EARLY IND: SCORE 099 MODEL EI16C	SYSTEM ID
3862		11/29/2012	BKR	BANKRUPTCY C1 CHANGED FROM 0131925 TO 0012468	HEATHER KERN-SCRIPT
3862		11/29/2012	BKR	BANKRUPTCY C2 CHANGED FROM 0012468 TO 0012503	HEATHER KERN-SCRIPT
3862		11/29/2012	BKR	BANKRUPTCY C3 CHANGED FROM 0012503 TO 0131925	HEATHER KERN-SCRIPT
3862		11/29/2012	FOR	FORECLOSURE C1 CHANGED FROM 0131925 TO 0012468	HEATHER KERN-SCRIPT
3862		11/29/2012	FOR	FORECLOSURE C2 CHANGED FROM 0012468 TO 0012503	HEATHER KERN-SCRIPT
3862		11/29/2012	FOR	FORECLOSURE C3 CHANGED FROM 0012503 TO 0131925	HEATHER KERN-SCRIPT
3862	DDSG	11/28/2012	NT	Please advise bwrs that they were approved for a 3	BETINA MILLER
3862	DDSG	11/28/2012	NT	month \$0.00 pmt reqd forb. Forb must be setup on	BETINA MILLER
3862	DDSG	11/28/2012	NT	contractual due date, however the LC freeze and	BETINA MILLER
3862	DDSG	11/28/2012	NT	credit suppression have been backdated to the date	BETINA MILLER
3862	DDSG	11/28/2012	NT	into Nov as the request was made in Nov. The forb	BETINA MILLER
3862	DDSG	11/28/2012	NT	DOES NOT extend or defer the pymts to the end of	BETINA MILLER
3862	DDSG	11/28/2012	NT	the loan. Pmts still come due as normal pmts can	BETINA MILLER
3862	DDSG	11/28/2012	NT	be made any amt and any time during the term of	BETINA MILLER
3862	DDSG	11/28/2012	NT	the forb, any pymts not made will come due at the	BETINA MILLER
3862	DDSG	11/28/2012	NT	end of the forb (2/28/13) and they will need to	BETINA MILLER
3862	DDSG	11/28/2012	NT	set up arrgmts. Will follow up monthly.	BETINA MILLER
3862		11/28/2012	OL	WDOYLM - NATURAL DISASTER FORBEARANCE	BETINA MILLER

History						
	3862		11/28/2012	DM	LATE CHARGE FREEZE UPDATE 11/01/12 03/01/13 C	BETINA MILLER
	3862	STOP	11/28/2012	NT	LMT 2-1: Disaster Forbearance Referral approved.	BETINA MILLER
	3862	STOP	11/28/2012	NT	Customer not required to send in payments.	BETINA MILLER
	3862	STOP	11/28/2012	NT	Payments of \$0.00 to be made on 12/01/12-02/28/13.	BETINA MILLER
	3862	STOP	11/28/2012	NT	Please DO NOT return any funds during the Disaster	BETINA MILLER
	3862	STOP	11/28/2012	NT	FB Plan months and apply any funds to 3N. Do not	BETINA MILLER
	3862	STOP	11/28/2012	NT	send CIT 840, thanks.	BETINA MILLER
	3862	COL80	11/28/2012	CIT	002 DONE 11/28/12 BY TLR 03108	BETINA MILLER

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Transaction s Account Number	Area ID	Trans Added Date	Trans Type	Transaction Message	Trans User Name	
	3862	COL80	11/28/2012	CIT	TSK TYP 009-REFERRAL DISAST	BETINA MILLER
	3862		11/28/2012	LMT	REGULATORY FBR (561) COMPLETED 11/28/12	BETINA MILLER
	3862		11/28/2012	LMT	MONITOR TERMS (532) COMPLETED 11/28/12	BETINA MILLER
	3862		11/28/2012	LMT	FORBEARNC APPRVD INV (732) COMPLETED 11/28/12	BETINA MILLER
	3862		11/28/2012	LMT	FORBEARNC RECMMD INV (731) COMPLETED 11/28/12	BETINA MILLER
	3862		11/28/2012	LMT	DISASTER FORBEARANCE (560) COMPLETED 11/28/12	BETINA MILLER
	3862		11/28/2012	LMT	SEND FOR EXECUTION (501) COMPLETED 11/28/12	BETINA MILLER
	3862		11/28/2012	LMT	PURSUE FORBEARANCE (500) COMPLETED 11/28/12	BETINA MILLER
	3862		11/28/2012	LMT	LMT SOLUTN PURSUED (6) COMPLETED 11/28/12	BETINA MILLER
	3862		11/28/2012	LMT	COMPLETE FIN PKG REC (3) COMPLETED 11/28/12	BETINA MILLER
	3862		11/28/2012	LMT	ASSESS FINANCL PKG (2) COMPLETED 11/28/12	BETINA MILLER
	3862		11/28/2012	LMT	REFERRD TO LOSS MIT (1) COMPLETED 11/28/12	BETINA MILLER
	3862		11/28/2012	LMT	APPROVED FOR LMT 11/28/12	BETINA MILLER
	3862	HAZ	11/27/2012	NT	b2 ci re the expedite of the request for the	MARY OLIVEROS
	3862	HAZ	11/27/2012	NT	insurance claims. adv cust that the loss draft	MARY OLIVEROS
	3862	HAZ	11/27/2012	NT	dept is extending its effort. provided direfct	MARY OLIVEROS
	3862	HAZ	11/27/2012	NT	number, xfered. //olive o 8412849	MARY OLIVEROS
	3862		11/27/2012	DM	TT B2,Ci DECLARED COLATERAL DAMAGE DUE TO HURICANE	JAYSON DELEON
	3862		11/27/2012	DM	SANDY.ALREADY CALLED INSURANCE. OFFER FB AND NO	JAYSON DELEON
	3862		11/27/2012	DM	PYMNTS TO BE RCV FROM DEC UP TO FEB.B2 CANNOT	JAYSON DELEON
	3862		11/27/2012	DM	CONTRIBUTE ANY AMOUNT.B2 ALSO ASK TO REFI ACCOUNT	JAYSON DELEON
	3862		11/27/2012	DM	XFER TO DIRECT LENDING.JAYSOND8413484	JAYSON DELEON
	3862		11/27/2012	DM	DFLT REASON 1 CHANGED TO: PROPERTY PROBLEM	JAYSON DELEON
	3862		11/27/2012	DM	ACTION/RESULT CD CHANGED FROM OAAI TO BRCP	JAYSON DELEON
	3862		11/27/2012	DM	GAIN THE CUSTOMERS COMMITMENT TO RESOLVE THE	JAYSON DELEON
	3862		11/27/2012	DM	DELINQUENCY THROUGH A PROMISE TO PAY OR REPAYMENT	JAYSON DELEON

History					
	3862		11/27/2012	DM	PLAN. INBOUND CALL JAYSON DELEON
	3862		11/27/2012	DM	ACTION/RESULT CD CHANGED FROM TO OAAI JAYSON DELEON
	3862	RFDNT	11/27/2012	NT	b2 declared colateral damage due to hurricane JAYSON DELEON
	3862	RFDNT	11/27/2012	NT	sandy. JAYSON DELEON
	3862	COL02	11/27/2012	CIT	002 new cit 9,cust edward tobias declared JAYSON DELEON
	3862	COL02	11/27/2012	CIT	disaster due to hurricane sandy and sustained JAYSON DELEON
	3862	COL02	11/27/2012	CIT	collateral damage claim filed; b2 sd cannot JAYSON DELEON
	3862	COL02	11/27/2012	CIT	contribute any amount. b1 can be reach JAYSON DELEON
	3862	COL02	11/27/2012	CIT	@732-462-6672. Adv if approved cust will be JAYSON DELEON

Date Data as-of:

Transaction s Account Number	Area ID	Trans Added Date	Trans Type	Transaction Message	Trans User Name
	3862	COL02	11/27/2012	CIT	resp for unpaid bal at end of fb plan. JAYSON DELEON
	3862	COL	11/27/2012	NT	b2 ci to inq financial assistance due to hardship MARIA CARLOTA REMO
	3862	COL	11/27/2012	NT	caused by Hurricane Sandy;has financial and MARIA CARLOTA REMO
	3862	COL	11/27/2012	NT	property impact;provided FEMA's direct MARIA CARLOTA REMO
	3862	COL	11/27/2012	NT	#1-800-621-FEMA (3362 then referred call to MARIA CARLOTA REMO
	3862	COL	11/27/2012	NT	Coll;advd direct # for further assistance;carlota MARIA CARLOTA REMO
	3862	COL	11/27/2012	NT	r 8412332 MARIA CARLOTA REMO
	3862	INQ	11/27/2012	NT	b2 ci to inq financial assistance due to hardship MARIA CARLOTA REMO
	3862	INQ	11/27/2012	NT	caused by Hurricane Sandy;has financial and MARIA CARLOTA REMO
	3862	INQ	11/27/2012	NT	property impact;provided FEMA's direct MARIA CARLOTA REMO
	3862	INQ	11/27/2012	NT	#1-800-621-FEMA (3362 then referred call to MARIA CARLOTA REMO
	3862	INQ	11/27/2012	NT	Coll;advd direct # for further assistance;carlota MARIA CARLOTA REMO
	3862	INQ	11/27/2012	NT	r 8412332 MARIA CARLOTA REMO
	3862	CSH	11/16/2012	NT	"Late Charges Bypassed November 2012, December API CSRV
	3862	CSH	11/16/2012	NT	2012 and January 2013 due to Hurricane Sandy" API CSRV
	3862		11/13/2012	D28	BILLING STATEMENT FROM REPORT R628 SYSTEM ID
	3862		11/09/2012	CBR	CURRENT: < 30 DAYS SYSTEM ID
	3862		11/06/2012	DM	EARLY IND: SCORE 099 MODEL EI16C SYSTEM ID
	3862	DIS	11/01/2012	NT	FEMA declaration due to Hurricane Sandy. API CSRV
	3862	DIS	11/01/2012	NT	Individual assistance declared on 10/30/12. API CSRV
	3862		11/01/2012	DM	BREACH HOLD PLACED-EXPIRATION DATE 01/28/13 API CSRV
	3862		10/15/2012	D28	BILLING STATEMENT FROM REPORT R628 SYSTEM ID
	3862		10/12/2012	DMD	00/00/00 00:00:00 DAVOX INCOMING FILE
	3862		10/12/2012	DMD	00/00/00 00:00:00 DAVOX INCOMING FILE
	3862		10/12/2012	DMD	10/12/12 19:25:29 ANSWERING MACHINE DAVOX INCOMING FILE

History					
3862	10/05/2012	DM	EARLY IND: SCORE 067 MODEL EI16C	SYSTEM ID	
3862	09/11/2012	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID	
3862	09/05/2012	DM	EARLY IND: SCORE 067 MODEL EI16C	SYSTEM ID	
3862	08/10/2012	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID	
3862	08/07/2012	DM	EARLY IND: SCORE 067 MODEL EI16C	SYSTEM ID	
3862	07/03/2012	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID	
3862	06/13/2012	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID	
3862	06/05/2012	DM	EARLY IND: SCORE 099 MODEL EI16C	SYSTEM ID	
3862	05/14/2012	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID	
3862	05/07/2012	DM	EARLY IND: SCORE 099 MODEL EI16C	SYSTEM ID	

Date Data as-of:

Transaction s Account Number	Area ID	Trans Added Date	Trans Type	Transaction Message	Trans User Name
3862		04/12/2012	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
3862		04/05/2012	DM	EARLY IND: SCORE 099 MODEL EI16C	SYSTEM ID
3862		03/02/2012	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
3862		02/13/2012	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
3862		02/07/2012	DM	EARLY IND: SCORE 099 MODEL EI16C	SYSTEM ID
3862		01/03/2012	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
3862	DIS	12/14/2011	NT	FEMA moratorium has expired. Disaster	DEB NIEMAN-SCRIPT
3862	DIS	12/14/2011	NT	coding being removed.	DEB NIEMAN-SCRIPT
3862		12/05/2011	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
3862		11/14/2011	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
3862		11/07/2011	DM	EARLY IND: SCORE 099 MODEL EI16C	SYSTEM ID
3862		10/19/2011	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
3862		10/18/2011	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3862		10/18/2011	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3862		10/18/2011	DMD	10/18/11 16:59:24 MSG ANS MACH	DAVOX INCOMING FILE
3862		10/14/2011	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3862		10/14/2011	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3862		10/14/2011	DMD	10/14/11 12:53:01 MSG ANS MACH	DAVOX INCOMING FILE
3862		10/11/2011	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3862		10/11/2011	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3862		10/11/2011	DMD	10/11/11 18:05:25 MSG ANS MACH	DAVOX INCOMING FILE
3862		10/06/2011	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3862		10/06/2011	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3862		10/06/2011	DMD	10/06/11 15:11:15 MSG ANS MACH	DAVOX INCOMING FILE

Loan History

3862		10/05/2011	DM	EARLY IND: SCORE 068 MODEL EI16C	SYSTEM ID
3862		09/08/2011	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
3862		09/07/2011	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3862		09/07/2011	DMD	09/07/11 18:27:10 LEFT MESSAGE	DAVOX INCOMING FILE
3862		09/07/2011	DMD	09/07/11 16:30:25 No Answer	DAVOX INCOMING FILE
3862		09/07/2011	DMD	09/07/11 12:45:55 PAR3 ALERT RETRIVAL	DAVOX INCOMING FILE
3862		09/07/2011	DMD	09/06/11 19:55:35 LEFT MESSAGE	DAVOX INCOMING FILE
3862		09/07/2011	DMD	09/06/11 16:46:09 No Answer	DAVOX INCOMING FILE
3862	CSH	09/07/2011	NT	b2 ci re pbp ioa 2,583.97 Transaction Confirmation	JOUILYNN ILAGAN
3862	CSH	09/07/2011	NT	Number: 20110907122535581and want to reinstate the	JOUILYNN ILAGAN
3862	CSH	09/07/2011	NT	auto withdraw adv the option and sent form adv	JOUILYNN ILAGAN

Date Data as-of:

Transaction s Account Number	Area ID	Trans Added Date	Trans Type	Transaction Message	Trans User Name
3862	CSH	09/07/2011	NT	tat,,jouillynn i. 8932727	JOUILYNN ILAGAN
3862	INQ	09/07/2011	NT	B2 cld re: Letter mailed to customer.	JOUILYNN ILAGAN
3862	INQ	09/07/2011	NT	Letter: 2:30	JOUILYNN ILAGAN
3862		09/07/2011	OL	WDOYCUS - ACH REQUEST	JOUILYNN ILAGAN
3862		09/06/2011	DM	EARLY IND: SCORE 068 MODEL EI16C	SYSTEM ID
3862		09/06/2011	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3862		09/06/2011	DMD	09/06/11 19:55:35 LEFT MESSAGE	DAVOX INCOMING FILE
3862		09/06/2011	DMD	09/06/11 16:46:09 No Answer	DAVOX INCOMING FILE
3862	DIS	09/02/2011	NT	FEMA declared disaster due to Hurricane Irene.	API CSRV
3862	DIS	09/02/2011	NT	Individual assistance decared on 8/31/11.	API CSRV
3862	DIS	09/02/2011	NT	FEMA declared disaster due to Hurricane Irene.	API CSRV
3862	DIS	09/02/2011	NT	Individual assistance decared on 8/31/11.	API CSRV
3862	DIS	09/02/2011	NT	FEMA declared disaster due to Hurricane Irene.	API CSRV
3862	DIS	09/02/2011	NT	Individual assistance decared on 8/31/11.	API CSRV
3862		09/02/2011	DM	BREACH HOLD PLACED-EXPIRATION DATE 11/29/11	API CSRV
3862	INQ20	08/31/2011	CIT	001 DONE 08/31/11 BY TLR 01401	KAREN MCAHREN
3862	INQ20	08/31/2011	CIT	TSK TYP 189-ON-LINE LETTERS	KAREN MCAHREN
3862	INQ20	08/31/2011	CIT	001 Closing 189 mailed letter. Karen M 4040	KAREN MCAHREN
3862		08/31/2011	OL	WDOYACH Biweek Cancel	KAREN MCAHREN
3862	CSH	08/29/2011	NT	b2 ci, thn add home phone#. ask the gp gvn 15dys	NELISA APOSTOL
3862	CSH	08/29/2011	NT	gp aftr the due date. Thn ask to cancel the ach	NELISA APOSTOL
3862	CSH	08/29/2011	NT	prgrm adv tat thn will rcv ltr	NELISA APOSTOL
3862	CSH	08/29/2011	NT	advsnng.nelisa.a8978067	NELISA APOSTOL

Loan History

3862	COL64	08/29/2011	CIT	001 Open CIT 189 to request letter 7:08	NELISA APOSTOL
3862		08/02/2011	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
3862		07/04/2011	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
3862		06/02/2011	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
3862		05/03/2011	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
3862		04/04/2011	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
3862		03/02/2011	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
3862		02/02/2011	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
3862		01/04/2011	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
3862		12/02/2010	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
3862		11/02/2010	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
3862		10/04/2010	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID

Date Data as-of:

Transaction s Account Number	Area ID	Trans Added Date	Trans Type	Transaction Message	Trans User Name
3862		09/02/2010	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
3862		08/03/2010	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
3862		07/02/2010	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
3862		06/02/2010	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
3862		05/04/2010	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
3862		04/02/2010	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
3862		03/02/2010	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
3862		02/02/2010	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
3862		01/04/2010	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
3862		12/02/2009	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
3862		11/03/2009	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
3862		10/02/2009	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
3862		09/02/2009	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
3862		08/04/2009	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
3862		07/02/2009	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
3862		06/02/2009	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
3862		05/04/2009	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
3862		04/02/2009	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
3862		03/03/2009	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
3862		02/03/2009	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
3862		01/02/2009	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
3862		12/02/2008	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
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Loan History

3862	11/04/2008	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
3862	10/02/2008	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
3862	09/09/2008	DM	BREACH HOLD REMOVED MANUALLY	LORI HILMER
3862	09/02/2008	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
3862	08/26/2008	DM	BREACH HOLD PLACED-EXPIRATION DATE 01/01/40	SHAWN CASLAVKA
3862	08/04/2008	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
3862	07/02/2008	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
3862	06/03/2008	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
3862	05/02/2008	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
3862	04/02/2008	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
3862	03/04/2008	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
3862	02/04/2008	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
3862	01/02/2008	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID

Date Data as-of:

Transaction s Account Number	Area ID	Trans Added Date	Trans Type	Transaction Message	Trans User Name
3862		12/04/2007	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
3862		11/02/2007	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
3862		10/02/2007	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
3862		09/04/2007	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
3862		08/02/2007	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
3862		07/03/2007	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
3862		06/04/2007	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
3862		05/02/2007	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
3862		04/03/2007	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
3862		03/02/2007	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
3862		02/02/2007	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
3862		01/02/2007	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
3862		12/04/2006	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
3862		11/02/2006	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
3862		10/03/2006	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
3862		09/04/2006	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
3862		08/02/2006	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
3862		07/04/2006	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
3862		06/02/2006	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
3862		05/02/2006	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
3862		04/04/2006	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
3862		03/02/2006	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID

Loan History

	3862		03/02/2006	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
	3862		02/02/2006	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
	3862		01/03/2006	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
	3862	HAZ	12/28/2005	NT	icc/balboa/electra - ck sent via reg mail.	KADIAN EDWARDS
	3862	HAZ	12/27/2005	NT	icc/balboa/rep marie rec'd ins ck \$1940.23 on	STEPHANIE PUCKEY
	3862	HAZ	12/27/2005	NT	12/23/05. dol:10/15/05 - tol:prop damag - dd:	STEPHANIE PUCKEY
	3862	HAZ	12/27/2005	NT	01/01/06. loan is current. ck processed and	STEPHANIE PUCKEY
	3862	HAZ	12/27/2005	NT	will be sent out via reg mail. file is closed.	STEPHANIE PUCKEY
	3862	HAZ	12/22/2005	NT	icc/balboa/anandhi-recd ins ck \$ 1940.23 on	ANANDHI JAMBUNATHAN
	3862	HAZ	12/22/2005	NT	12/21/05	ANANDHI JAMBUNATHAN
	3862	TAX30	12/16/2005	CIT	002 DONE 12/16/05 BY TLR 02163	NATHAN MARTIN
	3862	TAX30	12/16/2005	CIT	TSK TYP 576-TAX REFUND FOLL	NATHAN MARTIN
	3862	TAX30	12/16/2005	CIT	002 close cit 576 rcvd Hempstead Town bulk rfnd	NATHAN MARTIN
	3862	TAX30	12/16/2005	CIT	ck#61468 amt \$1677.44 will frwd ck to pymt	NATHAN MARTIN

Date Data as-of:

Transaction s Account Number	Area ID	Trans Added Date	Trans Type	Transaction Message	Trans User Name	
	3862	TAX30	12/16/2005	CIT	proc to dep.	NATHAN MARTIN
	3862		12/02/2005	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
	3862	TAX20	11/10/2005	CIT	002 new cit #576...cld hempstead schools...per	CAROL HARRIS
	3862	TAX20	11/10/2005	CIT	karen the taxes are showing as pd as of	CAROL HARRIS
	3862	TAX20	11/10/2005	CIT	11/1/05 but no idea who issued the pymt, so if	CAROL HARRIS
	3862	TAX20	11/10/2005	CIT	it was not ours from farets when tht ck is	CAROL HARRIS
	3862	TAX20	11/10/2005	CIT	recvd it wl be refund to farets, wl take	CAROL HARRIS
	3862	TAX20	11/10/2005	CIT	approx 8 wks for refund to get to farets...it	CAROL HARRIS
	3862	TAX20	11/10/2005	CIT	wl take farets 4-6 wks to issue refund to gmac	CAROL HARRIS
	3862	TAX20	11/10/2005	CIT	001 DONE 11/10/05 BY TLR 02176	CAROL HARRIS
	3862	TAX20	11/10/2005	CIT	TSK TYP 575-TAX REFUND REQU	CAROL HARRIS
	3862	TAX20	11/10/2005	CIT	001 closing cit #575...cld hempstead schools...per	CAROL HARRIS
	3862	TAX20	11/10/2005	CIT	karen the taxes are showing as pd as of	CAROL HARRIS
	3862	TAX20	11/10/2005	CIT	11/1/05 but no idea who issued the pymt, so if	CAROL HARRIS
	3862	TAX20	11/10/2005	CIT	it was not ours from farets when tht ck is	CAROL HARRIS
	3862	TAX20	11/10/2005	CIT	recvd it wl be refund to farets, wl take	CAROL HARRIS
	3862	TAX20	11/10/2005	CIT	approx 8 wks for refund to get to farets...	CAROL HARRIS
	3862	PRD05	11/03/2005	CIT	001 new cit #575; docs show the school taxes pd at	MELISSA KATZ-SCRIPT
	3862	PRD05	11/03/2005	CIT	closing but they were also pd from esc; plz	MELISSA KATZ-SCRIPT
	3862	PRD05	11/03/2005	CIT	check on duplic pmt & req a refund.	MELISSA KATZ-SCRIPT
	3862		11/02/2005	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID

DISPLAY/HISTORY

Acct: **3862** Name: **SUZANNE KOEGLER**

SSN: **139388849**

- Dates -

Paid To: **7/1/2013**

- Bal -

Prin: **\$260,860.82**

- Uncol -

LC: **\$0.00**

Next Due:

Type:
8/1/2013

Last Pmt:

7/9/2013

Esc:

\$2,882.35

P&I Adv:

\$0.00

Esc Sht:

\$0.00

Refresh Date:

NOTES:

Trans Added Date	Trans Type	Area ID that Originated the Message	Document Notice Id	Document Text Id	Document Text Type Code	Add Teller	TransactionDescription
9/9/2005	CLN						00000/B 000299000.00 P/B 000299000.00 09/02/05
9/12/2005	D28		0	DT	8		MANUAL BILLING STATEMENT FROM REPORT R628
9/12/2005	D19		0	06	8		6007 - S&A - GENERIC HELLO LETTER
9/13/2005	ITR						
9/29/2005	OL		0	71	7		WDOYCSH - NEW ACH LETTER
10/4/2005	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
10/14/2005	CBR		0	00	1	T:00000	ORIGINATED LOAN: CLOSING DATE = 09/02/05
10/20/2005	ITR						
11/2/2005	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
11/3/2005	CIT	PRD05				T:01754	001 new cit #575; docs show the school taxes pd at
11/3/2005	CIT	PRD05				T:01754	closing but they were also pd from esc; plz
11/3/2005	CIT	PRD05				T:01754	check on duplic pmt & req a refund.
11/10/2005	CIT	TAX20				T:02176	002 new cit #576...cld hempstead schools...per
11/10/2005	CIT	TAX20				T:02176	karen the taxes are showing as pd as of
11/10/2005	CIT	TAX20				T:02176	11/1/05 but no idea who issued the pymt, so if
11/10/2005	CIT	TAX20				T:02176	it was not ours from farets when tht ck is
11/10/2005	CIT	TAX20				T:02176	recvd it wl be refund to farets, wl take
11/10/2005	CIT	TAX20				T:02176	approx 8 wks for refund to get to farets...it
11/10/2005	CIT	TAX20				T:02176	wl take farets 4-6 wks to issue refund to gmac
11/10/2005	CIT	TAX20				T:02176	001 DONE 11/10/05 BY TLR 02176
11/10/2005	CIT	TAX20				T:02176	TSK TYP 575-TAX REFUND REQU
11/10/2005	CIT	TAX20				T:02176	001 closing cit #575...cld hempstead schools...per
11/10/2005	CIT	TAX20				T:02176	karen the taxes are showing as pd as of
11/10/2005	CIT	TAX20				T:02176	11/1/05 but no idea who issued the pymt, so if
11/10/2005	CIT	TAX20				T:02176	it was not ours from farets when tht ck is
11/10/2005	CIT	TAX20				T:02176	recvd it wl be refund to farets, wl take
11/10/2005	CIT	TAX20				T:02176	approx 8 wks for refund to get to farets...
12/2/2005	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
12/16/2005	CIT	TAX30				T:02163	002 DONE 12/16/05 BY TLR 02163

12/16/2005	CIT	TAX30				T:02163	TSK TYP 576 TAX REFUND FOL
12/16/2005	CIT	TAX30				T:02163	002 close cit 576 rcvd Hempstead Town bulk rfnd
12/16/2005	CIT	TAX30				T:02163	ck#61468 amt \$1677.44 will frwd ck to pymt
12/16/2005	CIT	TAX30				T:02163	proc to dep.
12/22/2005	NT	HAZ				T:07940	icc/balboa/anandhi-recd ins ck \$ 1940.23 on
12/22/2005	NT	HAZ				T:07940	12/21/05
12/27/2005	NT	HAZ				T:14772	icc/balboa/rep marie rec'd ins ck \$1940.23 on
12/27/2005	NT	HAZ				T:14772	12/23/05. dol:10/15/05 - tol:prop damag - dd:
12/27/2005	NT	HAZ				T:14772	01/01/06. loan is current. ck processed and
12/27/2005	NT	HAZ				T:14772	will be sent out via reg mail. file is closed.
12/28/2005	NT	HAZ				T:07587	icc/balboa/electra - ck sent via reg mail.
1/3/2006	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
2/2/2006	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
3/2/2006	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
4/4/2006	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
5/2/2006	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
6/2/2006	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
7/4/2006	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
8/2/2006	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
9/4/2006	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
10/3/2006	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
11/2/2006	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
12/4/2006	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
1/2/2007	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
2/2/2007	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
3/2/2007	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
4/3/2007	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
5/2/2007	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
6/4/2007	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
7/3/2007	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
8/2/2007	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
9/4/2007	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
10/2/2007	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
11/2/2007	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
12/4/2007	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
1/2/2008	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
2/4/2008	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
3/4/2008	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
4/2/2008	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
5/2/2008	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628

6/3/2008	D28	12-1-2020 mg	0	DT	8	12/2/2014	BILLING STATEMENT FROM REPORT R628
7/2/2008	D28	12-1-2020 mg	0	DT	8	12/2/2014	BILLING STATEMENT FROM REPORT R628
8/4/2008	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
8/26/2008	DM					T:05835	BREACH HOLD PLACED-EXPIRATION DATE 01/01/40
9/2/2008	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
9/9/2008	DM					T:01039	BREACH HOLD REMOVED MANUALLY
10/2/2008	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
11/4/2008	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
12/2/2008	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
1/2/2009	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
2/3/2009	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
3/3/2009	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
4/2/2009	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
5/4/2009	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
6/2/2009	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
7/2/2009	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
8/4/2009	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
9/2/2009	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
10/2/2009	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
11/3/2009	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
12/2/2009	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
1/4/2010	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
2/2/2010	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
3/2/2010	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
4/2/2010	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
5/4/2010	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
6/2/2010	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
7/2/2010	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
8/3/2010	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
9/2/2010	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
10/4/2010	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
11/2/2010	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
12/2/2010	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
1/4/2011	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
2/2/2011	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
3/2/2011	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
4/4/2011	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
5/3/2011	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
6/2/2011	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
7/4/2011	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628

8/2/2011	D28	12-1-2020 mg 9	0	DT	8	BILLING STATEMENT FROM REPORT R628
8/29/2011	NT	CSH				00/00/00 00:00:00
8/29/2011	NT	CSH				T:17633 b2 ci- thn add home phone#. ask the gp gvn 15dys
8/29/2011	NT	CSH				T:17633 gp aftr the due date. Thn ask to cancel the ach
8/29/2011	NT	CSH				T:17633 prgrm adv tat thn will rcv ltr
8/29/2011	NT	CSH				T:17633 advsng.nelisa.a8978067
8/29/2011	CIT	COL64				T:17633 001 Open CIT 189 to request letter 7:08
8/31/2011	CIT	INQ20				T:01401 001 DONE 08/31/11 BY TLR 01401
8/31/2011	CIT	INQ20				T:01401 TSK TYP 189-ON-LINE LETTERS
8/31/2011	CIT	INQ20				T:01401 001 Closing 189 mailed letter. Karen M 4040
8/31/2011	OL		0	08	7	WDOYACH Biweek Cancel
9/2/2011	NT	DIS				T:25102 FEMA declared disaster due to Hurricane Irene.
9/2/2011	NT	DIS				T:25102 Individual assistance decared on 8/31/11.
9/2/2011	NT	DIS				T:25101 FEMA declared disaster due to Hurricane Irene.
9/2/2011	NT	DIS				T:25101 Individual assistance decared on 8/31/11.
9/2/2011	DM					T:25102 BREACH HOLD PLACED-EXPIRATION DATE 11/29/11
9/2/2011	NT	DIS				T:25102 FEMA declared disaster due to Hurricane Irene.
9/2/2011	NT	DIS				T:25102 Individual assistance decared on 8/31/11.
9/6/2011	DM					T:00000 EARLY IND: SCORE 068 MODEL EI16C
9/6/2011	DMD					T:22222 00/00/00 00:00:00
9/6/2011	DMD					T:22222 09/06/11 19:55:35 LEFT MESSAGE
9/6/2011	DMD					T:22222 09/06/11 16:46:09 No Answer
9/7/2011	DMD					T:22222 00/00/00 00:00:00
9/7/2011	DMD					T:22222 09/07/11 18:27:10 LEFT MESSAGE
9/7/2011	DMD					T:22222 09/07/11 16:30:25 No Answer
9/7/2011	DMD					T:22222 09/07/11 12:45:55 PAR3 ALERT RETRIVAL
9/7/2011	DMD					T:22222 09/06/11 19:55:35 LEFT MESSAGE
9/7/2011	DMD					T:22222 09/06/11 16:46:09 No Answer
9/7/2011	NT	CSH				T:11749 b2 ci re pbp ioa 2,583.97 Transaction Confirmation
9/7/2011	NT	CSH				T:11749 Number: 20110907122535581and want to reinstate the
9/7/2011	NT	CSH				T:11749 auto withdraw adv the option and sent form adv
9/7/2011	NT	CSH				T:11749 tat,,,jouilynn i. 8932727
9/7/2011	OL		0	30	2	WDOYCUS - ACH REQUEST
9/7/2011	NT	INQ				T:11749 B2 cld re: Letter mailed to customer.
9/7/2011	NT	INQ				T:11749 Letter: 2:30
9/8/2011	D28		0	DT	8	BILLING STATEMENT FROM REPORT R628
10/5/2011	DM					T:00000 EARLY IND: SCORE 068 MODEL EI16C
10/6/2011	DMD					T:22222 00/00/00 00:00:00
10/6/2011	DMD					T:22222 00/00/00 00:00:00
10/6/2011	DMD					T:22222 10/06/11 15:11:15 MSG ANS MACH
10/11/2011	DMD					T:22222 00/00/00 00:00:00

10/11/2011	DMD	12-1-2020 mg 9	Doc 7410	0-7	Filed 12/22/14	T:22222	00/00/00 00:00:00
10/11/2011	DMD	12-1-2020 mg 9	Doc 7410	0-7	Filed 12/22/14	T:22222	00/00/00 00:00:00
10/14/2011	DMD					T:22222	00/00/00 00:00:00
10/14/2011	DMD					T:22222	00/00/00 00:00:00
10/14/2011	DMD					T:22222	10/14/11 12:53:01 MSG ANS MACH
10/18/2011	DMD					T:22222	00/00/00 00:00:00
10/18/2011	DMD					T:22222	00/00/00 00:00:00
10/18/2011	DMD					T:22222	10/18/11 16:59:24 MSG ANS MACH
10/19/2011	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
11/7/2011	DM					T:00000	EARLY IND: SCORE 099 MODEL EI16C
11/14/2011	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
12/5/2011	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
12/14/2011	NT	DIS				T:01562	FEMA moratorium has expired. Disaster
12/14/2011	NT	DIS				T:01562	coding being removed.
1/3/2012	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
2/7/2012	DM					T:00000	EARLY IND: SCORE 099 MODEL EI16C
2/13/2012	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
3/2/2012	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
4/5/2012	DM					T:00000	EARLY IND: SCORE 099 MODEL EI16C
4/12/2012	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
5/7/2012	DM					T:00000	EARLY IND: SCORE 099 MODEL EI16C
5/14/2012	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
6/5/2012	DM					T:00000	EARLY IND: SCORE 099 MODEL EI16C
6/13/2012	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
7/3/2012	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
8/7/2012	DM					T:00000	EARLY IND: SCORE 067 MODEL EI16C
8/10/2012	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
9/5/2012	DM					T:00000	EARLY IND: SCORE 067 MODEL EI16C
9/11/2012	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
10/5/2012	DM					T:00000	EARLY IND: SCORE 067 MODEL EI16C
10/12/2012	DMD					T:22222	00/00/00 00:00:00
10/12/2012	DMD					T:22222	00/00/00 00:00:00
10/12/2012	DMD					T:22222	10/12/12 19:25:29 ANSWERING MACHINE
10/15/2012	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
11/1/2012	DM					T:25101	BREACH HOLD PLACED-EXPIRATION DATE 01/28/13
11/1/2012	NT	DIS				T:25101	FEMA declaration due to Hurricane Sandy.
11/1/2012	NT	DIS				T:25101	Individual assistance declared on 10/30/12.
11/6/2012	DM					T:00000	EARLY IND: SCORE 099 MODEL EI16C
11/9/2012	CBR		0	00	1	T:00000	CURRENT: < 30 DAYS
11/13/2012	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628

11/16/2012	NT	CSH	12-12-2012 mg 9	Doc 7410	07 Filed 12/22/14	Entered 08/22/14 10:13:16	"Late Charges Bypassed November 2012, December 2012 and January 2013 due to Hurricane Sandy"
11/16/2012	NT	CSH					Exhibit C
11/27/2012	NT	HAZ				T:17931	b2 ci re the expedite of the request for the
11/27/2012	NT	HAZ				T:17931	insurance claims. adv cust that the loss draft
11/27/2012	NT	HAZ				T:17931	dept is extending its effort. provided direfct
11/27/2012	NT	HAZ				T:17931	number, xfered. //olive o 8412849
11/27/2012	DM					T:04857	TT B2,CI DECLARED COLATERAL DAMAGE DUE TO HURICANE
11/27/2012	DM					T:04857	SANDY.ALREADY CALLED INSURANCE. OFFER FB AND NO
11/27/2012	DM					T:04857	PYMNTS TO BE RCV FROM DEC UP TO FEB.B2 CANNOT
11/27/2012	DM					T:04857	CONTRIBUTE ANY AMOUNT.B2 ALSO ASK TO REFI ACCOUNT
11/27/2012	DM					T:04857	XFER TO DIRECT LENDING.JAYSOND8413484
11/27/2012	DM					T:04857	DFLT REASON 1 CHANGED TO: PROPERTY PROBLEM
11/27/2012	DM					T:04857	ACTION/RESULT CD CHANGED FROM OAAI TO BRCP
11/27/2012	DM					T:04857	GAIN THE CUSTOMERS COMMITMENT TO RESOLVE THE
11/27/2012	DM					T:04857	DELINQUENCY THROUGH A PROMISE TO PAY OR REPAYMENT
11/27/2012	DM					T:04857	PLAN. INBOUND CALL
11/27/2012	DM					T:04857	ACTION/RESULT CD CHANGED FROM TO OAAI
11/27/2012	NT	RFDNT				T:04857	b2 declared colateral damage due to hurricane
11/27/2012	NT	RFDNT				T:04857	sandy.
11/27/2012	CIT	COL02				T:04857	002 new cit 9,cust edward tobias declared
11/27/2012	CIT	COL02				T:04857	disaster due to hurricane sandy and sustained
11/27/2012	CIT	COL02				T:04857	collateral damage claim filed; b2 sd cannot
11/27/2012	CIT	COL02				T:04857	contribute any amount. b1 can be reach
11/27/2012	CIT	COL02				T:04857	@732-462-6672. Adv if approved cust will be
11/27/2012	CIT	COL02				T:04857	resp for unpaid bal at end of fb plan.
11/27/2012	NT	COL				T:18855	b2 ci to inq financial assistance due to hardship
11/27/2012	NT	COL				T:18855	caused by Hurricane Sandy;has financial and
11/27/2012	NT	COL				T:18855	property impact;provided FEMA's direct
11/27/2012	NT	COL				T:18855	#1-800-621-FEMA (3362 then referred call to
11/27/2012	NT	COL				T:18855	Coll;advd direct # for further assistance;carlota
11/27/2012	NT	COL				T:18855	r 8412332
11/27/2012	NT	INQ				T:18855	b2 ci to inq financial assistance due to hardship
11/27/2012	NT	INQ				T:18855	caused by Hurricane Sandy;has financial and
11/27/2012	NT	INQ				T:18855	property impact;provided FEMA's direct
11/27/2012	NT	INQ				T:18855	#1-800-621-FEMA (3362 then referred call to
11/27/2012	NT	INQ				T:18855	Coll;advd direct # for further assistance;carlota
11/27/2012	NT	INQ				T:18855	r 8412332
11/28/2012	NT	DDSG				T:03108	Please advise bwrs that they were approved for a 3
11/28/2012	NT	DDSG				T:03108	month \$0.00 pmt reqd forb. Forb must be setup on
11/28/2012	NT	DDSG				T:03108	contractual due date, however the LC freeze and

11/28/2012	NT	DDSG				T:03108	credit suppression have been backdated to the date
11/28/2012	NT	DDSG				T:03108	into Nov as the request was made in Nov. The forb
11/28/2012	NT	DDSG				T:03108	DOES NOT extend or defer the pymts to the end of
11/28/2012	NT	DDSG				T:03108	the loan. Pmts still come due as normal pmts can
11/28/2012	NT	DDSG				T:03108	be made any amt and any time during the term of
11/28/2012	NT	DDSG				T:03108	the forb, any pymts not made will come due at the
11/28/2012	NT	DDSG				T:03108	end of the forb (2/28/13) and they will need to
11/28/2012	NT	DDSG				T:03108	set up arrgmts. Will follow up monthly.
11/28/2012	DM					T:03108	LATE CHARGE FREEZE UPDATE 11/01/12 03/01/13 C
11/28/2012	OL		0	07	5		WDOYLM - NATURAL DISASTER FORBEARANCE
11/28/2012	NT	STOP				T:03108	LMT 2-1: Disaster Forbearance Referral approved.
11/28/2012	NT	STOP				T:03108	Customer not required to send in payments.
11/28/2012	NT	STOP				T:03108	Payments of \$0.00 to be made on 12/01/12-02/28/13.
11/28/2012	NT	STOP				T:03108	Please DO NOT return any funds during the Disaster
11/28/2012	NT	STOP				T:03108	FB Plan months and apply any funds to 3N. Do not
11/28/2012	NT	STOP				T:03108	send CIT 840, thanks.
11/28/2012	CIT	COL80				T:03108	002 DONE 11/28/12 BY TLR 03108
11/28/2012	CIT	COL80				T:03108	TSK TYP 009-REFERRAL DISAST
11/28/2012	LMT						REGULATORY FBR (561) COMPLETED 11/28/12
11/28/2012	LMT						MONITOR TERMS (532) COMPLETED 11/28/12
11/28/2012	LMT						FORBEARNC APPRVD INV (732) COMPLETED 11/28/12
11/28/2012	LMT						FORBEARNC RECMMD INV (731) COMPLETED 11/28/12
11/28/2012	LMT						DISASTER FORBEARANCE (560) COMPLETED 11/28/12
11/28/2012	LMT						SEND FOR EXECUTION (501) COMPLETED 11/28/12
11/28/2012	LMT						PURSUE FORBEARANCE (500) COMPLETED 11/28/12
11/28/2012	LMT						LMT SOLUTN PURSUED (6) COMPLETED 11/28/12
11/28/2012	LMT						COMPLETE FIN PKG REC (3) COMPLETED 11/28/12
11/28/2012	LMT						ASSESS FINANCL PKG (2) COMPLETED 11/28/12
11/28/2012	LMT						REFERRD TO LOSS MIT (1) COMPLETED 11/28/12
11/28/2012	LMT						APPROVED FOR LMT 11/28/12
11/29/2012	BKR						BANKRUPTCY C1 CHANGED FROM 0131925 TO 0012468
11/29/2012	BKR						BANKRUPTCY C2 CHANGED FROM 0012468 TO 0012503
11/29/2012	BKR						BANKRUPTCY C3 CHANGED FROM 0012503 TO 0131925
11/29/2012	FOR						FORECLOSURE C1 CHANGED FROM 0131925 TO 0012468
11/29/2012	FOR						FORECLOSURE C2 CHANGED FROM 0012468 TO 0012503
11/29/2012	FOR						FORECLOSURE C3 CHANGED FROM 0012503 TO 0131925
12/5/2012	DM					T:00000	EARLY IND: SCORE 099 MODEL EI16C
12/14/2012	CBR		0	00	1	T:00000	CR BUR RPT STATUS=N;EXPIRE DT = 03/01/13
12/14/2012	CBR		0	00	1	T:00000	MANUAL REQUEST: CBR SPECIAL COMMENT = AW
12/14/2012	CBR		0	00	1	T:00000	CURRENT: < 30 DAYS

12/19/2012	D28	00	00	DT	8		BILLING STATEMENT FROM REPORT R628
12/28/2012	EDR	00					FHLMC ACTION CODE 03 CHANGED FROM 20 TO
12/28/2012	EDR	00					FHLMC ACTION DT 03 CHANGED 11/12/12 TO 00/00/00
1/2/2013	DM					T:00000	EARLY IND: SCORE 385 MODEL EI30C
1/4/2013	NT	FSV				T:25101	Exterior disaster inspection ordered from
1/4/2013	NT	FSV				T:25101	CoreLogic- no preservation work without GMAC
1/4/2013	NT	FSV				T:25101	approval
1/10/2013	CBR		0	00	1	T:00000	CR BUR RPT STATUS=N;EXPIRE DT = 03/01/13
1/10/2013	CBR		0	00	1	T:00000	MANUAL REQUEST: CBR SPECIAL COMMENT = AW
1/10/2013	CBR		0	00	1	T:00000	DELINQUENT: 30 DAYS
1/14/2013	PPT						MTR
1/14/2013	PPT						TASK:0002-FSV-CHANGD FUPDT 02/11/13
1/14/2013	PPT						MTR
1/14/2013	PPT						TASK:0501-FSV-CHANGD FUPDT 01/25/13
1/14/2013	PPT						VAC-ORDERED SECURING (500) COMPLETED 01/14/13
1/14/2013	PPT						PURSUE PROP PRES (1) COMPLETED 01/14/13
1/14/2013	NT	FSV				T:14855	Received on FTV Report, Acct in COL, Rep @ Prop.
1/14/2013	NT	FSV				T:14855	01/10/2013 , Forbearance Plan, Will Monitor -
1/14/2013	NT	FSV				T:14855	Ravi 14855
1/14/2013	D19		0	05	8		DEF - OPTIONS TO AVOID FORECLOSURE
1/15/2013	FSV		0	00	1	T:00000	INSP TP A RESULTS RCVD; ORD DT=01/04/13
1/16/2013	HMP						HMP SOLICITATION DT CHGD 00/00/00 TO 01/16/13
1/16/2013	HMP						HMP SOLICITED 01/16/13
1/16/2013	NT	HMPS				T:25101	Home Affordable Modification program sent to
1/16/2013	NT	HMPS				T:25101	borrower on 1/16/13
1/16/2013	NT	FSV				T:14855	Received on FTV Report, Acct in COL, Rep @ Prop.
1/16/2013	NT	FSV				T:14855	01/10/2013 , Forbearance Plan, Will Monitor -
1/16/2013	NT	FSV				T:14855	Ravi 14855
1/18/2013	PPT						FILE CLOSED (2) COMPLETED 01/18/13
1/18/2013	PPT						VAC-PROPERTY SECURE (501) COMPLETED 01/18/13
1/21/2013	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
1/22/2013	EDR	00					FHLMC ACTION CODE 02 CHANGED FROM TO 9
1/22/2013	EDR	00					FHLMC ACTION DT 02 CHANGED 00/00/00 TO 11/28/12
1/31/2013	DM					T:20578	BREACH HOLD PLACED-EXPIRATION DATE 03/01/13
1/31/2013	D19		0	05	8		BREACH SUZANNE KOEGLER
1/31/2013	D19		0	05	8		BREACH SUZANNE KOEGLER
2/1/2013	NT	HMPSC				T:02462	2nd notice solicitation sent to borrower via
2/1/2013	NT	HMPSC				T:02462	certified mail # "71925948001901127259 "
2/2/2013	CIT	COL40				T:19184	003 New CIT 351 Property has been found to be
2/2/2013	CIT	COL40				T:19184	distressed. FHLMC Form 105 for Distressed

2/2/2013	CIT	COL40	0	00	1	T:19184	Property submitted to FHLMC Distressed
2/2/2013	CIT	COL40	0	00	1	T:19184	Property at Distressed_Property@freddiemac.com
2/2/2013	CIT	COL40	0	00	1	T:19184	Neglect, Monitoring for results, Usha, 19184
2/4/2013	DM					T:00000	EARLY IND: SCORE 295 MODEL EI60C
2/4/2013	FSV		0	00	1	T:00000	INSP TYPE D ORDERED; REQ CD =AUTO DELQ
2/7/2013	NT	DM				T:22815	FHLMC EDR 01/31/13- H4 1/16/2013 9 11/28/2012
2/7/2013	NT	DM				T:22815	80 1/30/2013
2/7/2013	NT	FSV				T:03695	Received response from Distressed- DL, Please
2/7/2013	NT	FSV				T:03695	advise if a claim was filed for this property and
2/7/2013	NT	FSV				T:03695	order an interior hazard distressed bpo from BPO
2/7/2013	NT	FSV				T:03695	Direct. Please provide once completed. - Durga
2/7/2013	NT	FSV				T:03695	3695.
2/8/2013	DM					T:02657	OB CALLED 732-462-6672, LEFT A VOICE MESSAGE FOR A
2/8/2013	DM					T:02657	CALLBACK; CALLING ON THE FORBEARANCE PLAN SETUP ON
2/8/2013	DM					T:02657	THE ACCT
2/8/2013	DM					T:02657	ACTION/RESULT CD CHANGED FROM BRCP TO BRLM
2/8/2013	CIT	FCL				T:02558	003 DONE 02/08/13 BY TLR 02558
2/8/2013	CIT	FCL				T:02558	TSK TYP 351-FHLMC DISTRESSE
2/9/2013	NT	DODV				T:25101	Per DOD website check 2013-02-03 secondary
2/9/2013	NT	DODV				T:25101	borrower EDWARD TOBIAS is not active duty. Copy
2/9/2013	NT	DODV				T:25101	of DOD website is imaged in Looking Glass.
2/9/2013	NT	DODV				T:25101	Per DOD website check 2013-02-03 primary borrower
2/9/2013	NT	DODV				T:25101	SUZANNE KOEGLER is not active duty. Copy of DOD
2/9/2013	NT	DODV				T:25101	website is imaged in Looking Glass.
2/12/2013	NT	LMT				T:26347	Ordered EBPO.
2/12/2013	NT	FSV				T:03132	FHLMC has requested exterior BPO as account has FB
2/12/2013	NT	FSV				T:03132	alert
2/14/2013	CBR		0	00	1	T:00000	CR BUR RPT STATUS=N;EXPIRE DT = 03/01/13
2/14/2013	CBR		0	00	1	T:00000	MANUAL REQUEST: CBR SPECIAL COMMENT = AW
2/14/2013	CBR		0	00	1	T:00000	DELINQUENT: 60 DAYS
2/14/2013	FSV		0	00	1	T:00000	INSP TP D RESULTS RCVD; ORD DT=02/04/13
2/14/2013	NT	BTTC				T:01645	Phone :732-462-6672
2/14/2013	NT	BTTC				T:01645	Time :Any
2/14/2013	LMT						FINANCIAL INFORMATION COLLECTED FOR HMP
2/14/2013	LMT						LMT BORR FIN REC ADDED
2/14/2013	DM					T:01645	DFLT REASON 1 CHANGED TO: CASUALTY LOSS
2/14/2013	DM					T:01645	ACTION/RESULT CD CHANGED FROM OAAI TO NOTE
2/14/2013	NT	PARPK				T:01645	Financial Package Rcvd, imaged as -WOUT-. Package
2/14/2013	NT	PARPK				T:01645	sent for review. KSteimel 4673
2/14/2013	NT	HAZ				T:27050	ICC/QBE/239797*User Notes*

2/14/2013	NT	HAZ	12-12-2012 mg 9	Doc 7410	22	File 03/22/14	Entered 03/22/14 16:13:16	NEW LOSS SPRK W/ Edward CALLER'S #: 732-462-6672IN
2/14/2013	NT	HAZ						CO: FidelityEst Dwelling Cov: Updated FDDA: Yes
2/14/2013	NT	HAZ						T:27050 *Investor: Freddie Mac*Property
2/14/2013	NT	HAZ						T:27050 type:PrimaryADVSD: r/e process
2/14/2013	NT	HAZ						T:27050 ICC/QBE/239797*Authorized Contact Updated*
2/14/2013	NT	HAZ						T:27050 ICC/QBE/ELR Tracking No 239797
2/14/2013	NT	HAZ						T:27050 **New Loss Report**
2/14/2013	NT	HAZ						T:27050 Loan Status:Delinquent
2/14/2013	NT	HAZ						T:27050 Mortgage Due Date: 12/01/2012
2/14/2013	NT	HAZ						T:27050 Post Petition Due Date:
2/14/2013	NT	HAZ						T:27050 Loss:Wind-Hurricane
2/14/2013	NT	HAZ						T:27050 Approx Loss Date:10/29/2012
2/14/2013	NT	HAZ						T:27050 Estimated Loss Amount:90413.90
2/14/2013	NT	HAZ						T:27050 Catastrophe:390 Hurricane Sandy
2/14/2013	DM							T:14038 TT B2,SD RCVD A LTR STATING ACCT IS IN DEFAULT & A
2/14/2013	DM							T:14038 FAF IS INCLUDED.SD SET UP FB ON THE ACCT.ADV FB IS
2/14/2013	DM							T:14038 STILL ACTIVE.ADV CAN COMPLTE THE WOP ESP IF ACCT
2/14/2013	DM							T:14038 CANT BE R/I ONCE THE FB ENDED.INQ IF FB CAN BE
2/14/2013	DM							T:14038 EXTENDED.ADV TO CB ONCE FB IS
2/14/2013	DM							T:14038 ACTION/RESULT CD CHANGED FROM BRSS TO OAAI
2/14/2013	DM							T:14038 COMPLETED TO REQ IF FB CAN BE EXTENDED.SD RCVD
2/14/2013	DM							T:14038 CHECK FROM INSURANCE.INQ PROCESS.ADV XFER CALL TO
2/14/2013	DM							T:14038 INS.NELAC8412435
2/14/2013	DM							T:14038 ACTION/RESULT CD CHANGED FROM BRLM TO BRSS
2/15/2013	CIT	COL11						T:05023 004 DONE 02/15/13 BY TLR 05023
2/15/2013	CIT	COL11						T:05023 TSK TYP 428-DISASTER FORBEA
2/15/2013	CIT	COL11						T:05023 004 Closing CIT 428, opened CIT 586
2/15/2013	CIT	COL11						T:05023 005 Open CIT 586, Disaster Forbearance callback.
2/15/2013	CIT	COL11						T:05023 Possible forbearance extension.
2/15/2013	NT	LMT						T:26347 sent EPBO to Amy Brune-corelogic;
2/15/2013	NT	LMT						T:26347 VVWhite-corelogic & LG.
2/15/2013	NT	HAZ						T:27050 ICC/QBE/239797*User Notes*
2/15/2013	NT	HAZ						T:27050 BSellers re research ELRT 10080543 del 12/1/12
2/15/2013	NT	HAZ						T:27050 Counselor Code is not Balboa. Determine if we
2/15/2013	NT	HAZ						T:27050 should monitor this loss or not. Counselor Code
2/15/2013	NT	HAZ						T:27050 : XXX*Set cc to BAL, updated info, action
2/15/2013	NT	HAZ						T:27050 complete
2/15/2013	CIT	COL09						T:01857 004 New CIT 428 - info received for review.
2/15/2013	NT	HAZ						T:27050 ICC/QBE/239797 *Document Generated*
2/15/2013	NT	HAZ						T:27050 Document Number 10080586

2/15/2013	NT	H07 12-12-2012 mg 9	Doc 7910-7	Filed 12/22/14	Entered 02/22/14 10:13:16	Doc Claim Packet Request
2/18/2013	NT	AOMT	Doc 7410-22	Filed 03/22/14	Entered 03/22/14 10:13:16	Transmittal sent to vendor
2/19/2013	CIT	COL05				T:23353 005 DONE 02/19/13 BY TLR 23353
2/19/2013	CIT	COL05				T:23353 TSK TYP 586-FULFILLMENT CAL
2/19/2013	CIT	COL05				T:23353 005 close cit 586: left message for borrower to
2/19/2013	CIT	COL05				T:23353 call back 1-800-850-4622, if borrower calls
2/19/2013	CIT	COL05				T:23353 back please reference cit 586 and relay
2/19/2013	CIT	COL05				T:23353 message. ljackson23353
2/19/2013	D28		0	DT	8	BILLING STATEMENT FROM REPORT R628
2/21/2013	NT	FSV				T:13732 RECVD COPY OF BPO from AB/LH/MF, FWD TO o/s team
2/21/2013	NT	FSV				T:13732 to resubmit to fhlmc-vvwtx.
2/22/2013	NT	FSV				T:07044 Forwarded form 105 response to FCL. trh/ia
2/22/2013	NT	FSV				T:03695 Received response from Distressed- DL, If loss mit
2/22/2013	NT	FSV				T:03695 fails, please proceed with the normal foreclosure
2/22/2013	NT	FSV				T:03695 referral process based on the information
2/22/2013	NT	FSV				T:03695 provided. - Durga 3695.
2/25/2013	NT	BTTC				T:13264 Phone :732-462-6672
2/25/2013	NT	BTTC				T:13264 Time :any
2/25/2013	LMT					FINANCIAL INFORMATION COLLECTED FOR HMP
2/25/2013	LMT					LMT BORR FIN REC ADDED
2/25/2013	DM					T:13264 ACTION/RESULT CD CHANGED FROM BRSS TO NOTE
2/25/2013	NT	PARPK				T:13264 Financial Package Rcvd, imaged as -WOUT-. Package
2/25/2013	NT	PARPK				T:13264 sent for review. KSteimel 4673
2/25/2013	NT	FCL				T:02558 From: Stephanie Woods
2/25/2013	NT	FCL				T:02558 mailto:stephanie_woods@freddiemac.com On Behalf
2/25/2013	NT	FCL				T:02558 Of Distressed_Property Sent: Friday, February 22,
2/25/2013	NT	FCL				T:02558 2013 7:26 AM To: Yashodurga, Nara Cc: Brune, Amy;
2/25/2013	NT	FCL				T:02558 INDI-DL-HYD-TRX-OTS-FS-Outsourcing; Kincaid,
2/25/2013	NT	FCL				T:02558 Stephanie; Henderson, Terri - IA (First American);
2/25/2013	NT	FCL				T:02558 White, Vickey Subject: Re: Serv Loan # 685483862 -
2/25/2013	NT	FCL				T:02558 FHLMC Loan # 269024476 If loss mit fails, please
2/25/2013	NT	FCL				T:02558 proceed with the normal foreclosure referral
2/25/2013	NT	FCL				T:02558 process based on the information provided. Thank
2/25/2013	NT	FCL				T:02558 you Special Assets Unit Recovery & Preservation
2/25/2013	CIT	COL66				T:04852 006 new cit 815: vacant last oct 29 2012.
2/25/2013	CIT	COL66				T:04852 maintained by real state agent. a lot of
2/25/2013	CIT	COL66				T:04852 damage due to hurricane sandy ruth.I8413475
2/25/2013	DM					T:04852 TT B2 CI SD THT HE WONT BE ABLE TO MKE PMYT SD
2/25/2013	DM					T:04852 THT HE ALRDY THE LOAN MOD BT ADVSE HAVNT RECVE FRM
2/25/2013	DM					T:04852 HIM., ADVSE TO RESND THE DOCS ADVSE BREACH LTTR.

2/25/2013	DM	12-1-2020 mg	Doc 7910-7	Filed 12/22/14	Entered 02/22/14 16:18:15	FB END DATE RUTH L8412475
2/25/2013	DM	12-1-2020 mg	Doc 7410-22	Filed 03/21/14	Pg 586 of 871 Pg 30 of 52	T:04852 ACTION/RESULT CD CHANGED FROM OAAI TO BRSS
2/25/2013	DM					T:04852 LOSS MITIGATION DISCUSSED AND/OR FINANCIAL PACKAGE
2/25/2013	DM					T:04852 SENT. INBOUND CALL
2/25/2013	DM					T:04852 ACTION/RESULT CD CHANGED FROM NOTE TO OAAI
2/25/2013	DM					T:14527 CALL DROPPED....
2/25/2013	DM					T:14527 ACTION/RESULT CD CHANGED FROM OAAI TO NOTE
2/25/2013	DM					T:14527 INBOUND CALL
2/25/2013	DM					T:14527 ACTION/RESULT CD CHANGED FROM BRLM TO OAAI
2/25/2013	DM					T:20693 OB CALL TO 7327927300-NML; 732-462-6672-LMOM.
2/25/2013	DM					T:20693 BORR CALLED TO REQUEST EXTENSION OF FBR-MUST FAX A
2/25/2013	DM					T:20693 JUSTIFICAITON FOR EXTENSION-STATUS OF REPAIRS,
2/25/2013	DM					T:20693 ESTIMATED COMPLETION DATE, OR LOSS OF INCOME, ETC
2/25/2013	DM					T:20693 TO 866-507-8006. WILL CALL BACK IF ABLE TO RESET.
2/25/2013	DM					T:20693 BE SURE TO PUT LOAN # ON FAX.
2/25/2013	DM					T:20693 ACTION/RESULT CD CHANGED FROM NOTE TO BRLM
2/26/2013	CIT	COL11				T:05023 007 DONE 02/26/13 BY TLR 05023
2/26/2013	CIT	COL11				T:05023 TSK TYP 428-DISASTER FORBEA
2/26/2013	CIT	COL11				T:05023 007 Closing CIT 428 opened cit 586
2/26/2013	CIT	COL11				T:05023 008 Open CIT 586- Disaster forbearance callback,
2/26/2013	CIT	COL11				T:05023 home is not liveable, repairs need done, not
2/26/2013	CIT	COL11				T:05023 reviewing for mod at this time
2/26/2013	CIT	COL09				T:01857 007 New CIT 428 - info received for review.
2/27/2013	NT	HAZ				T:27053 ICC/QBE/239797 **Document Completed**
2/27/2013	NT	HAZ				T:27053 Document Number 10217856
2/27/2013	NT	HAZ				T:27053 Doc Homeowners Statement
2/27/2013	NT	HAZ				T:27051 ICC/QBE/239797*User Notes*
2/27/2013	NT	HAZ				T:27051 AWilson/RE/DR/TID#10217856 /FB PL 12.1.12 -
2/27/2013	NT	HAZ				T:27051 2-28.13//vld HOST OGC OR GC not marked c/o to
2/27/2013	NT	HAZ				T:27051 Edward Tobias 732.462.6672 advs to check OGC or
2/27/2013	NT	HAZ				T:27051 GC mb full cannot leave msg. signed action:
2/27/2013	NT	HAZ				T:27051 accept
2/27/2013	NT	HAZ				T:27051 ICC/QBE/239797 **Document Completed**
2/27/2013	NT	HAZ				T:27051 Document Number 10217854
2/27/2013	NT	HAZ				T:27051 Doc Insurance Check
2/27/2013	CIT	COL05				T:22307 008 DONE 02/27/13 BY TLR 22307
2/27/2013	CIT	COL05				T:22307 TSK TYP 586-FULFILLMENT CAL
2/27/2013	CIT	COL05				T:22307 008 Left message to have borrower call back 800#,
2/27/2013	CIT	COL05				T:22307 when borrower calls back please relay the
2/27/2013	CIT	COL05				T:22307 information from fulfillments notes on the

2/27/2013	CIT	COL05	Doc 7910-7	File 12/22/14	Entered 08/22/14 16:38:15	closed CIT 586
2/27/2013	NT	LMT	12-12-2012 mg 9	Doc 7410-22	File 08/22/14	Exhibit 7
2/27/2013	NT	LMT				7:02369 Sent Insurance Documents to GMACM_LS@us.qbe.com)
2/27/2013	CIT	COL07				T:02369 Tobias Servicing Notes
2/27/2013	CIT	COL07				T:02369 imaged as corr, pages 05 to 24. Ksteimel 4673.
2/27/2013	CIT	COL07				T:02369 009 New CIT 990 - Item forwarded to Correspondance
2/27/2013	CIT	COL07				T:02369 for Review, imaged as corr, pages 01 to 04.
2/27/2013	CIT	COL07				T:02369 Ksteimel 4673.
2/28/2013	NT	HAZ				T:27055 ICC/QBE/239797*User Notes*
2/28/2013	NT	HAZ				T:27055 PSchauf /DR/TID: 10218574---loan status:Current.
2/28/2013	NT	HAZ				T:27055 in FB plan until 2.28.13---VALID Ins Est; prop
2/28/2013	NT	HAZ				T:27055 Addr:93 WISCONSIN STREET, LONG BEACH NY
2/28/2013	NT	HAZ				T:27055 11561---/
2/28/2013	NT	HAZ				T:27051 ICC/QBE/239797*User Notes*
2/28/2013	NT	HAZ				T:27051 DOL 10.29.12---TOL
2/28/2013	NT	HAZ				T:27051 flood---RCV\$100503.32---DED\$2000.00---LOSS
2/28/2013	NT	HAZ				T:27051 AMT\$98503.32---Updated ELR props--- Accept and
2/28/2013	NT	HAZ				T:27051 Reprocess
2/28/2013	NT	HAZ				T:27051 ICC/QBE/239797 **Document Completed**
2/28/2013	NT	HAZ				T:27051 Document Number 10218574
2/28/2013	NT	HAZ				T:27051 Doc Insurance Estimate
2/28/2013	NT	HAZ				T:27051 ICC/QBE/239797 **Document Completed**
2/28/2013	NT	HAZ				T:27051 Document Number 10218576
2/28/2013	NT	HAZ				T:27051 Doc Homeowners Statement
2/28/2013	NT	HAZ				T:27053 ICC/QBE/239797 **Document Completed**
2/28/2013	NT	HAZ				T:27053 Document Number 10218575
2/28/2013	NT	HAZ				T:27053 Doc Insurance Letter
2/28/2013	NT	HAZ				T:27052 ICC/QBE/239797*User Notes*
2/28/2013	NT	HAZ				T:27052 M.NEUMANN.. RE/ DR/ TID 10218576/ FBPlanStart
2/28/2013	NT	HAZ				T:27052 12-01-2012End 02-28-2013 HSTGC INVALID Walls
2/28/2013	NT	HAZ				T:27052 Standing : Yes. Signed: Yes. * Cld out was
2/28/2013	NT	HAZ				T:27052 made yesterday to brw. Advised pnd valid HST
2/28/2013	NT	HAZ				T:27052 marking ogc or gc. Action Accept
2/28/2013	NT	HAZ				T:27051 ICC/QBE/239797*User Notes*
2/28/2013	NT	HAZ				T:27051 AWilson/RE/DR/TID#10218575 /FB PL Curr 12.1.12 -
2/28/2013	NT	HAZ				T:27051 2.28.13/Ins Ltr-rcvd from FEMA regarding:proof
2/28/2013	NT	HAZ				T:27051 of loss: Action accept and reprocess
2/28/2013	NT	HAZ				T:27051 ICC/QBE/239797 **Document Completed**
2/28/2013	NT	HAZ				T:27051 Document Number 10218577
2/28/2013	NT	HAZ				T:27051 Doc Outgoing Correspondence from System
2/28/2013	NT	HAZ				T:27050 ICC/QBE/239797*User Notes*
2/28/2013	NT	HAZ				T:27050 IPittman /RE/DR/TID#10218577/loan fb plan (start

2/28/2013	NT	HAZ	12-12-2012 mg 9	Doc 7410	07 Filed 03/22/14 Entered 03/22/14 10:13:16	T:27050	12/01/12 end 02/28/13 add:12/01/12: outgoing
2/28/2013	NT	HAZ	12-12-2012 mg 9	Doc 7410	07 Filed 03/22/14 Entered 03/22/14 10:13:16	T:27050	correspondence fr system--rcvd copy of fidelity
2/28/2013	NT	HAZ				T:27050	ins ck iao \$90,413.90: accept and reprocess
3/1/2013	ARC						AUTO RESET STOP CODE 2 = 1
3/1/2013	NT	EMAIL				T:01503	email rcvd from b2 stated "see attached" &
3/1/2013	NT	EMAIL				T:01503	included attachment called "insurance check
3/1/2013	NT	EMAIL				T:01503	submission". adv b2 we're unable 2 view the
3/1/2013	NT	EMAIL				T:01503	attachment due to an error. adv if has a ? reg an
3/1/2013	NT	EMAIL				T:01503	ins claim check, nds to call ins dpt & gv ins
3/1/2013	NT	EMAIL				T:01503	claims dpt ph#. adv if has a diffrent ? reg acct,
3/1/2013	NT	EMAIL				T:01503	reply back via email with that specific question &
3/1/2013	NT	EMAIL				T:01503	we can be of assistance. kana case# 4992535
3/1/2013	NT	EMAIL				T:01503	annw5830
3/1/2013	NT	HAZ				T:27050	ICC/QBE/239797*User Notes*
3/1/2013	NT	HAZ				T:27050	ITapia/ Loss Drafts Rep*****QA
3/1/2013	NT	HAZ				T:27050	COMPLETE***** FREDDIE MAC Investor
3/1/2013	NT	HAZ				T:27050	Notification Sent
3/1/2013	NT	HAZ				T:27051	ICC/QBE/ELR Tracking No 239797
3/1/2013	NT	HAZ				T:27051	**Letter Sent Special Delivery**
3/1/2013	NT	HAZ				T:27051	Doc Type:Freddie First Investor Notification
3/1/2013	NT	HAZ				T:27051	Sent Via: Other 0
3/1/2013	NT	HAZ				T:27050	ICC/QBE/239797*User Notes*
3/1/2013	NT	HAZ				T:27050	KHunt/RE/Chk Queue/ICLK TID10217854/Forwarded
3/1/2013	NT	HAZ				T:27050	from Deposit Queue by the
3/1/2013	NT	HAZ				T:27050	Operator/Delinq/12-1-12/Received ins chk IAO:
3/1/2013	NT	HAZ				T:27050	\$90413.90 - CHK#0788013/miss endo; ***
3/1/2013	NT	HAZ				T:27051	ICC/QBE/239797*User Notes*
3/1/2013	NT	HAZ				T:27051	****borr signed for both - will f/u during bus
3/1/2013	NT	HAZ				T:27051	hrs to advse chk return for Suzanne endo/Action:
3/1/2013	NT	HAZ				T:27051	RTS
3/1/2013	PPT						mtr
3/1/2013	PPT						TASK:0002-FSV-CHANGD FUPDT 03/29/13
3/1/2013	PPT						PURSUE PROP PRES (1) COMPLETED 03/01/13
3/1/2013	CIT	COL40				T:14855	006 DONE 03/01/13 BY TLR 14855
3/1/2013	CIT	COL40				T:14855	TSK TYP 815-PROP PRES RESEA
3/1/2013	CIT	COL40				T:14855	006 Closing cit 815: vacant last oct 29 2012.
3/1/2013	CIT	COL40				T:14855	maintained by real state agent. a lot of
3/1/2013	CIT	COL40				T:14855	damage due to hurricane sandy, Prop is being
3/1/2013	CIT	COL40				T:14855	mtd & Forberance Plan. RAVI 14855.
3/4/2013	DM					T:00000	EARLY IND: SCORE 274 MODEL EI90C

3/4/2013	NT	12-1-2010 mg 9	Doc 7910-7	File 12/22/14	Entered 08/22/14 10:18:16	Exhibit Q
3/4/2013	NT	DM	DM	Tobias Servicing Notes	7-22815 AX 2/25/2013	
3/4/2013	NT	HAZ			T:27050	ICC/QBE/239797*User Notes*
3/4/2013	NT	HAZ			T:27050	KHunt/RE/Chk Queue/ICLK TID10217854/Forwarded
3/4/2013	NT	HAZ			T:27050	from Deposit Queue by the
3/4/2013	NT	HAZ			T:27050	Operator/Delinq/12-1-12/Received ins chk IAO:
3/4/2013	NT	HAZ			T:27050	\$90413.90 - CHK#0788013/miss endo; mngment
3/4/2013	NT	HAZ			T:27050	reviewing endos/Action: defer **chk on hold**
3/4/2013	NT	HAZ			T:27050	ICC/QBE/239797 *Document Generated*
3/4/2013	NT	HAZ			T:27050	Document Number 10244661
3/4/2013	NT	HAZ			T:27050	Doc Freddie First Investor Notification
3/5/2013	NT	HAZ			T:27051	ICC/QBE/239797 **Document Completed**
3/5/2013	NT	HAZ			T:27051	Document Number 10217854
3/5/2013	NT	HAZ			T:27051	Doc Insurance Check
3/5/2013	NT	HAZ			T:27052	ICC/QBE/ELR Tracking No 239797
3/5/2013	NT	HAZ			T:27052	**Ins Check Returned to Borrower**
3/5/2013	NT	HAZ			T:27052	Ins Check IAO : \$ 90413.90
3/5/2013	NT	HAZ			T:27052	Sent Via: Fedex 7948-9878-9913
3/5/2013	NT	HAZ			T:27051	ICC/QBE/239797*User Notes*
3/5/2013	NT	HAZ			T:27051	BWalkner/ Senior Loss Drafts Rep***QA
3/5/2013	NT	HAZ			T:27051	COMPLETE****QA OF: UNENDORSED CHECK IAO
3/5/2013	NT	HAZ			T:27051	\$90413.90ISSUES: RTN TO BORR FOR PROP
3/5/2013	NT	HAZ			T:27051	ENDRSMTMAILED VIA: fedexADDRESS:75 princeton
3/5/2013	NT	HAZ			T:27051	oval freehold, nj 07728trk#7948-9878-9913
3/5/2013	NT	HAZ			T:27052	ICC/QBE/239797*User Notes*
3/5/2013	NT	HAZ			T:27052	KHunt/RE/Chk Queue/ICLK TID10217854/Task
3/5/2013	NT	HAZ			T:27052	forwarded from Return to Sender Queue
3/5/2013	NT	HAZ			T:27052	Supervisor/Delinq/12-1-12/Received ins chk IAO:
3/5/2013	NT	HAZ			T:27052	\$90413.90 -***
3/5/2013	NT	HAZ			T:27053	ICC/QBE/239797*User Notes*
3/5/2013	NT	HAZ			T:27053	*** CHK#0788013/miss endo; clded H/O
3/5/2013	NT	HAZ			T:27053	@732-462-6672 LVM advsng 2 endos on bck of chk
3/5/2013	NT	HAZ			T:27053	are same person - need Suzanne Koeglers
3/5/2013	NT	HAZ			T:27053	endo/Action: RTS
3/5/2013	NT	HAZ			T:27050	ICC/QBE/239797*User Notes*
3/5/2013	NT	HAZ			T:27050	KHunt/RE/Chk Queue/ICLK TID10217854/Task
3/5/2013	NT	HAZ			T:27050	forwarded from Return to Sender Queue
3/5/2013	NT	HAZ			T:27050	Supervisor/Delinq/12-1-12/Received ins chk IAO:
3/5/2013	NT	HAZ			T:27050	\$90413.90 - CHK#0788013/miss endo; sup request
3/5/2013	NT	HAZ			T:27050	to hold funds - fwding f/u email/Action: defer

3/5/2013	NT	HAZ	12-1-12-20-mg	Doc 7910-7	Filed 03/22/14	Entered 03/22/14 16:38:15	Exhibit 7
3/5/2013	NT	HAZ	12-1-12-20-mg	Doc 7410-22	Filed 03/22/14	Entered 03/22/14 16:38:15	Exhibit 7
3/5/2013	NT	HAZ				T:27050	Document Number 10218578
3/5/2013	NT	HAZ				T:27050	Doc Legal Correspondence
3/5/2013	NT	HAZ				T:27051	ICC/QBE/239797**User Notes*
3/5/2013	NT	HAZ				T:27051	ADorney-RE-Research-IDOC TID10218578-1.Legal
3/5/2013	NT	HAZ				T:27051	Correspondence has been Received. Please Review
3/5/2013	NT	HAZ				T:27051	Document-Delq, 12-1-12-Dup rqst as TID 10217855,
3/5/2013	NT	HAZ				T:27051	Response letter prev mailed. Action: Accept
3/5/2013	NT	HAZ				T:27052	ICC/QBE/239797 **Document Completed**
3/5/2013	NT	HAZ				T:27052	Document Number 10217855
3/5/2013	NT	HAZ				T:27052	Doc Legal Correspondence
3/5/2013	NT	HAZ				T:27051	ICC/QBE/239797**User Notes*
3/5/2013	NT	HAZ				T:27051	ADorney-RE-Research-IDOC TID10217855-1.Legal
3/5/2013	NT	HAZ				T:27051	Correspondence has been Received. Please Review
3/5/2013	NT	HAZ				T:27051	Document-Delq, 12-1-12-Rqst from atny, (no
3/5/2013	NT	HAZ				T:27051	auth), to deposit check and add to mortgage
3/5/2013	NT	HAZ				T:27051	payments. Called brwr @732-462-6672,
3/5/2013	NT	HAZ				T:27052	ICC/QBE/239797**User Notes*
3/5/2013	NT	HAZ				T:27052	ADorney-Cont'd- lvm advsing can not apply funds
3/5/2013	NT	HAZ				T:27052	to mort payment. advs'd of docs needed. left cs
3/5/2013	NT	HAZ				T:27052	and elr#. RLM. Action: accept
3/5/2013	NT	DIS				T:16295	FEMA moratorium has expired.
3/5/2013	NT	DIS				T:16295	Disaster coding being removed.
3/6/2013	FSV		0	00	1	T:00000	INSP TYPE D ORDERED; REQ CD =AUTO DELQ
3/6/2013	NT	INQ30				T:01504	Issued Correspondence Acknowledgement
3/6/2013	NT	INQ30				T:01504	Letter.
3/6/2013	OL		0	21	2		WDOYCorr recvd-response pending1
3/6/2013	CIT	INQ30				T:01349	009 DONE 03/06/13 BY TLR 01349
3/6/2013	CIT	INQ30				T:01349	TSK TYP 109-CC COR TRACKING
3/6/2013	CIT	INQ30				T:01349	009 cont.. for 3/1/13 to 5/1/13. There are no late
3/6/2013	CIT	INQ30				T:01349	fees or negative credit reporting during
3/6/2013	CIT	INQ30				T:01349	forbearance. You can pay any amount at any
3/6/2013	CIT	INQ30				T:01349	time, as long as the account is current by May
3/6/2013	CIT	INQ30				T:01349	31, 2013. Payments are not forgiven, they
3/6/2013	CIT	INQ30				T:01349	are deferred, so any unpaid amount is due at
3/6/2013	CIT	INQ30				T:01349	the end of the forbearance period. sent
3/6/2013	CIT	INQ30				T:01349	corres/response to be imaged. lisah/7658
3/6/2013	CIT	INQ30				T:01349	009 cont.. for 3/1/13 to 5/1/13. There are no late
3/6/2013	CIT	INQ30				T:01349	fees or negative credit reporting during

3/6/2013	CIT	INQ30	12-12020-mg-9	Doc 7410-22	Filed 08/22/14	Entered 08/22/14 10:13:15	forbearance. You can pay any amount at any time, as long as the account is current by May 31, 2013. Payments are not forgiven, they
3/6/2013	CIT	INQ30					are deferred, so any unpaid amount is due at
3/6/2013	CIT	INQ30					the end of the forbearance period. sent
3/6/2013	CIT	INQ30					corres/response to be imaged. lisah/7658
3/6/2013	CIT	INQ30					009 closing cit 109 - b2 upst as we wld not extnd
3/6/2013	CIT	INQ30					disaster frbrnc and snt ins check to cover
3/6/2013	CIT	INQ30					mnthly pymts. advsd on 3/5/13, the ins claims
3/6/2013	CIT	INQ30					chck of \$90,413.90 was returned to the above
3/6/2013	CIT	INQ30					mling address for proper endrsmnt. It reqrs
3/6/2013	CIT	INQ30					B1's endrsmnt. Pls have B1 endorse and return
3/6/2013	CIT	INQ30					as instructed. And the disaster forbearance
3/6/2013	CIT	INQ30					has been has been extended with payments of \$0
3/6/2013	DM						OB CALLED 732-462-6672, LEFT A VOICE MESSAGE FOR A
3/6/2013	DM						CALLBACK; IF BORRS VALL BACK, PLEASE ADVISE OF
3/6/2013	DM						DDSG NOTE
3/6/2013	DM						ACTION/RESULT CD CHANGED FROM NOTE TO BRLM
3/6/2013	NT	DDSG					Please advise bwr that an extension of the dis
3/6/2013	NT	DDSG					fbr has been set up with w/pmts of \$0.00 for
3/6/2013	NT	DDSG					03/01/13-05/01/13. No l/f or neg cred reporting
3/6/2013	NT	DDSG					during fbr. Borr can pay any amt at any time, so
3/6/2013	NT	DDSG					long as the account is current by 05/31/13.
3/6/2013	NT	DDSG					However, pmts are not forgiven/deferred, so any
3/6/2013	NT	DDSG					unpd amt is due at the end of fbr. Will send copy
3/6/2013	NT	DDSG					of fbr and f/u w/borr monthly to assess borrower's
3/6/2013	NT	DDSG					situation.
3/6/2013	OL		0	07	5		WDOYLM - NATURAL DISASTER FORBEARANCE
3/6/2013	NT	STOP					LMT 2-1: Disaster Forbearance Referral approved.
3/6/2013	NT	STOP					Customer not required to send in payments.
3/6/2013	NT	STOP					Payments of \$0.00 to be made on 03/01/13-05/01/13.
3/6/2013	NT	STOP					Please DO NOT return any funds during the Disaster
3/6/2013	NT	STOP					FB Plan months and apply any funds to 3N. If funds
3/6/2013	NT	STOP					in 3N equal a full payment, CASH should apply the
3/6/2013	NT	STOP					payment, minus late charges. Do not send CIT 840,
3/6/2013	NT	STOP					thanks.
3/6/2013	DM						BREACH HOLD PLACED-EXPIRATION DATE 06/01/13
3/6/2013	DM						LATE CHARGE FREEZE UPDATE 11/01/12 06/01/13 C
3/6/2013	NT	HAZ					ICC/QBE/239797 *Document Generated*
3/6/2013	NT	HAZ					Document Number 10277712

3/6/2013	NT	HAZ	1212020 mg 9	Doc 7910-7	Filed 03/22/14	Entered 03/22/14	Doc Return to Sender Unendorsed
3/7/2013	NT	HAZ		Doc 7410-22	Filed 03/22/14	Entered 03/22/14	Exhibit 7
3/7/2013	NT	HAZ					ICC/QBE/239797 **Document Completed**
3/7/2013	NT	HAZ				T:27053	Document Number 10290679
3/7/2013	NT	HAZ				T:27053	Doc Outgoing Correspondence from System
3/7/2013	NT	HAZ				T:27054	ICC/QBE/239797*User Notes*
3/7/2013	NT	HAZ				T:27054	PCallahan/re/dr/fb plan ends 05/31/2013/ tid
3/7/2013	NT	HAZ				T:27054	10290679/ copy outgoing doc request / ck
3/7/2013	NT	HAZ				T:27054	returned to borr for endorsement/ action: accept
3/7/2013	NT	HAZ				T:27054	amp; reprocess.
3/8/2013	NT	F96				T:25101	"Assignment Verification Report. Invoice
3/8/2013	NT	F96				T:25101	#253204-8242315, dated 02/28/13, total \$62."
3/9/2013	NT	DODV				T:25101	Per DOD website check 2013-03-03 secondary
3/9/2013	NT	DODV				T:25101	borrower EDWARD TOBIAS is not active duty. Copy
3/9/2013	NT	DODV				T:25101	of DOD website is imaged in Looking Glass.
3/9/2013	NT	DODV				T:25101	Per DOD website check 2013-03-03 primary borrower
3/9/2013	NT	DODV				T:25101	SUZANNE KOEGLER is not active duty. Copy of DOD
3/9/2013	NT	DODV				T:25101	website is imaged in Looking Glass.
3/12/2013	FSV		0	00	1	T:00000	INSP TP D RESULTS RCVD; ORD DT=03/06/13
3/12/2013	NT	HAZ				T:27050	ICC/QBE/239797*User Notes*
3/12/2013	NT	HAZ				T:27050	R.Flores/RE/LRT Sent investor notfication to
3/12/2013	NT	HAZ				T:27050	Freddie Mac.
3/13/2013	PPT						MTR
3/13/2013	PPT						TASK:0002-FSV-CHANGD FUPDT 04/10/13
3/13/2013	NT	FSV				T:18621	Received on FTV Report , Acct in COL, Rep @ Prop.
3/13/2013	NT	FSV				T:18621	03/08/2013 , Found Vacant/Locked, Forbearance
3/13/2013	NT	FSV				T:18621	Plan,***Will Monitor***-JANGA-18621
3/18/2013	CBR		0	00	1	T:00000	CR BUR RPT STATUS=N;EXPIRE DT = 06/14/13
3/18/2013	CBR		0	00	1	T:00000	MANUAL REQUEST: CBR SPECIAL COMMENT = AW
3/18/2013	CBR		0	00	1	T:00000	DELINQUENT: 90 DAYS
3/19/2013	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
3/20/2013	NT	HAZ				T:27050	ICC/QBE/239797*User Notes*
3/20/2013	NT	HAZ				T:27050	BR Follow Up: *Last Activity Check Returned to
3/20/2013	NT	HAZ				T:27050	Borrower* Loan: F/B Plan Sor RE Bal: \$0.00
3/20/2013	NT	HAZ				T:27050	CId: 732-462-6672 Sent Ltr: Yes Next: 1/3
3/20/2013	NT	HAZ				T:27050	W/P: End Chk
3/20/2013	NT	HAZ				T:27050	amp; H/o Stmnt. Left detailed
3/20/2013	NT	HAZ				T:27050	v/m. Action: Print Ltr
3/21/2013	NT	HAZ				T:27050	ICC/QBE/239797 *Document Generated*
3/21/2013	NT	HAZ				T:27050	Document Number 10431720
3/21/2013	NT	HAZ				T:27050	Doc Outstanding Docs

3/25/2013	NT	OTH10				T:20155	Assigned from MERS for Default or Bankruptcy.
3/25/2013	NT	OTH10				T:20155	Deactivated in Mers Online and the MERS coding
3/25/2013	NT	OTH10				T:20155	has been removed from LoanServ.
3/25/2013	NT	AOME				T:15908	Executed assignment sent to county.
3/27/2013	NT	CSH				T:25101	"IndeComm Process - Not recoverable from borrower
3/27/2013	NT	CSH				T:25101	or investor. Invoice #78429771, dated 03/21/13,
3/27/2013	NT	CSH				T:25101	recording fee \$200, service fee \$28, total \$228."
4/1/2013	NT	DM				T:22815	FHLMC EDR 03/29/13- 9 11/28/2012
4/2/2013	DM					T:00000	EARLY IND: SCORE 185 MODEL EI90C
4/2/2013	PPT						Working on Grass List 2013, Acc in
4/2/2013	PPT						COLL Forbearance Plan, monitor for
4/2/2013	PPT						next inspect,Rao
4/2/2013	PPT						TASK:0002-FSV-CHANGD FUPDT 04/30/13
4/2/2013	NT	GCS				T:14853	Working on Grass List 2013, Acc in COLL
4/2/2013	NT	GCS				T:14853	Forbearance Plan, monitor for next inspect,Rao
4/2/2013	NT	FSV				T:14853	Working on Grass List 2013, Acc in COLL
4/2/2013	NT	FSV				T:14853	Forbearance Plan, monitor for next inspect,Rao
4/5/2013	FSV		0	00	1	T:00000	INSP TYPE D ORDERED; REQ CD =AUTO DELQ
4/6/2013	NT	FSV				T:19245	Working on Grass list 2013, Acc in Coll,
4/6/2013	NT	FSV				T:19245	FORBEARANCE PLAN, mtr for results. Soniya 19245.
4/6/2013	NT	FSV				T:19245	Please ignore the previous comment
4/6/2013	NT	FSV				T:19245	Working on Grass list 2013, Acc in Fcl,
4/6/2013	NT	FSV				T:19245	FORBEARANCE PLAN, mtr for results. Soniya 19245.
4/6/2013	PPT						mtr
4/6/2013	PPT						TASK:0002-FSV-CHANGD FUPDT 05/03/13
4/11/2013	CBR		0	00	1	T:00000	CR BUR RPT STATUS=N;EXPIRE DT = 06/14/13
4/11/2013	CBR		0	00	1	T:00000	MANUAL REQUEST: CBR SPECIAL COMMENT = AW
4/11/2013	CBR		0	00	1	T:00000	DELINQUENT: 120 DAYS
4/11/2013	FSV		0	00	1	T:00000	INSP TP D RESULTS RCVD; ORD DT=04/05/13
4/12/2013	NT	HAZ				T:27050	ICC/QBE/239797*User Notes*
4/12/2013	NT	HAZ				T:27050	BR FOLLOW-UP: A Letter was mailed Follow Up with
4/12/2013	NT	HAZ				T:27050	BorrowerLOAN STATUS: currentSOR RE BAL: 0.00CLD
4/12/2013	NT	HAZ				T:27050	BRW @ 732-462-6672, lft vm msg advd
4/12/2013	NT	HAZ				T:27052	ICC/QBE/239797*User Notes*
4/12/2013	NT	HAZ				T:27052	pending docs. updated sp for status of chkSENT
4/12/2013	NT	HAZ				T:27052	STATUS LETTER: yesEST COMP DATE: UnknownNEXT
4/12/2013	NT	HAZ				T:27052	STEP: 1st drawW/P: end chk, h/o stmntACTION:
4/12/2013	NT	HAZ				T:27052	Print Letter
4/15/2013	NT	HAZ				T:27050	ICC/QBE/239797 *Document Generated*
4/15/2013	NT	HAZ				T:27050	Document Number 10691394

4/15/2013	NT	HAZ	0	DT	8	T:27050	Doc Outstanding Descs
4/16/2013	DM					T:02657	OBS - TO 732-462-6672, LMOM; F/U ON DFBP,
4/16/2013	DM					T:02657	PMTS R NOT BEING DEF/FORGIVEN. NO L/C OR NEGATIVE
4/16/2013	DM					T:02657	CREDIT REPORTING. CUST RESP TO RI ONCE DFBP OVER,
4/16/2013	DM					T:02657	IF UNABLE TO RI, MAY APPLY FOR MOD/REPAY BUT NOT
4/16/2013	DM					T:02657	GUARANTEED. PLZ DON'T SUBMIT A WOUT WHILE DFBP IS
4/16/2013	DM					T:02657	STILL ACTIVE, IT WILL CAUSE DFBP TO CANCEL.
4/16/2013	DM					T:02657	ACTION/RESULT CD CHANGED FROM BRLM TO BRLM
4/19/2013	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
4/29/2013	NT	HAZ				T:27051	ICC/QBE/239797 **Document Completed**
4/29/2013	NT	HAZ				T:27051	Document Number 10885036
4/29/2013	NT	HAZ				T:27051	Doc Insurance Estimate
4/29/2013	NT	HAZ				T:27050	ICC/QBE/239797*User Notes*
4/29/2013	NT	HAZ				T:27050	BWebster/RE/DR/TID#10885036;Forbearance;12/1/12;
4/29/2013	NT	HAZ				T:27050	nsEstimate-Fidelity. AddrMatch Yes. TOL Water.
4/29/2013	NT	HAZ				T:27050	Loss \$98,503.32. DOL 10/29/12. Ded \$2,000.00.
4/29/2013	NT	HAZ				T:27050	RCV \$100,503.32. valid but approved 02/28/2013
4/29/2013	NT	HAZ				T:27050	09:39:10 PS / Action: Accept
4/29/2013	NT	HAZ				T:27051	ICC/QBE/239797 **Document Completed**
4/29/2013	NT	HAZ				T:27051	Document Number 10881032
4/29/2013	NT	HAZ				T:27051	Doc Insurance Check
4/29/2013	NT	HAZ				T:27051	ICC/QBE/239797*User Notes*
4/29/2013	NT	HAZ				T:27051	JSepulveda/RE/Check Q/ICLK TID10881032/Insurance
4/29/2013	NT	HAZ				T:27051	Check Date is Stale/Forbearance Plan Start
4/29/2013	NT	HAZ				T:27051	3/1/13-5/31/13 Rcvd Ins Ck IAO \$90413.90 (Endo)
4/29/2013	NT	HAZ				T:27051	ck#0788013, Rules state the ck is stale dated,
4/29/2013	NT	HAZ				T:27051	reviewed ck it is not **
4/29/2013	NT	HAZ				T:27050	ICC/QBE/239797*User Notes*
4/29/2013	NT	HAZ				T:27050	**stale, Chk valid for 180 days, monitoring
4/29/2013	NT	HAZ				T:27050	repairs. Action: Deposit
4/29/2013	NT	HAZ				T:27050	ICC/QBE/239797 **Document Completed**
4/29/2013	NT	HAZ				T:27050	Document Number 10881044
4/29/2013	NT	HAZ				T:27050	Doc Authorized Third Party
4/29/2013	NT	HAZ				T:27050	ICC/QBE/239797*User Notes*
4/29/2013	NT	HAZ				T:27050	BWebster/RE/DR/TID#10881044;Forbear;12/1/12;
4/29/2013	NT	HAZ				T:27050	ThirdPartyAuth Third party is blank. HO
4/29/2013	NT	HAZ				T:27050	contacted by rep 04/29/2013 14:35:38 EM .
4/29/2013	NT	HAZ				T:27050	AddMatch Yes. H/O Signature Yes. Flag. /Action:
4/29/2013	NT	HAZ				T:27050	Accept
4/29/2013	NT	HAZ				T:27050	ICC/QBE/239797 **Document Completed**

4/29/2013	NT	HAZ	Doc 7410-7	Filed 08/22/14	T:27050	Document Number 10881046
4/29/2013	NT	HAZ	Doc 7410-22	Filed 08/22/14	T:27050	Document Number 10881046
4/29/2013	NT	HAZ			T:27050	ICC/QBE/239797*User Notes*
4/29/2013	NT	HAZ			T:27050	3PAEMOORE/LD/DR/TID10881046/fb/5.31.133rd party
4/29/2013	NT	HAZ			T:27050	auth for/ na Signed by all bwr: yes Flag File:
4/29/2013	NT	HAZ			T:27050	no
4/29/2013	NT	HAZ			T:27051	ICC/QBE/239797*User Notes*
4/29/2013	NT	HAZ			T:27051	Action: Accept, needs name of company and/or
4/29/2013	NT	HAZ			T:27051	specific entity that has auth to spk on the
4/29/2013	NT	HAZ			T:27051	file c/o to bwr @ 732-462-6672, lvm for 3pa
4/29/2013	NT	HAZ			T:27051	guidelines
4/29/2013	NT	HAZ			T:27050	ICC/QBE/239797 **Document Completed**
4/29/2013	NT	HAZ			T:27050	Document Number 10881040
4/29/2013	NT	HAZ			T:27050	Doc Outgoing Correspondence from System
4/29/2013	NT	HAZ			T:27052	ICC/QBE/239797 **Document Completed**
4/29/2013	NT	HAZ			T:27052	Document Number 10881037
4/29/2013	NT	HAZ			T:27052	Doc Outgoing Correspondence from System
4/29/2013	NT	HAZ			T:27053	ICC/QBE/239797 **Document Completed**
4/29/2013	NT	HAZ			T:27053	Document Number 10881043
4/29/2013	NT	HAZ			T:27053	Doc Insurance Letter
4/29/2013	NT	HAZ			T:27052	ICC/QBE/239797*User Notes*
4/29/2013	NT	HAZ			T:27052	ICC/QBE /CBennett/re-D/R task id 10881037 f/b
4/29/2013	NT	HAZ			T:27052	plan 03/01/2013 -- 05/31/2013 doc type
4/29/2013	NT	HAZ			T:27052	outgoing corr, realtor .com info .action accept
4/29/2013	NT	HAZ			T:27052	and reprocess.
4/29/2013	NT	HAZ			T:27050	ICC/QBE/239797*User Notes*
4/29/2013	NT	HAZ			T:27050	MBishop/RE/DR//FB Plan Delq
4/29/2013	NT	HAZ			T:27050	12.01.2012//TID10881043// Ins Ltr-rcvd from
4/29/2013	NT	HAZ			T:27050	(Fidelity Ins.) regarding:Notice of Uncashed
4/29/2013	NT	HAZ			T:27050	Check//states issue with claim, supplemental
4/29/2013	NT	HAZ			T:27050	claim is pendind, settlement disputed// Action
4/29/2013	NT	HAZ			T:27050	accept and reprocess
4/29/2013	NT	HAZ			T:27050	ICC/QBE/239797*User Notes*
4/29/2013	NT	HAZ			T:27050	QBE/ARandolph/DR/RE/TID: 10881040/Loan Status:
4/29/2013	NT	HAZ			T:27050	Forbearance Plan /Due Date: 12/01/12/ Outgoing
4/29/2013	NT	HAZ			T:27050	Correspondence Listing of Post Sandy Homes Sales
4/29/2013	NT	HAZ			T:27050	for Long Beach, NY Action: Accept and Reprocess
4/29/2013	NT	HAZ			T:27050	ICC/QBE/239797*User Notes*
4/29/2013	NT	HAZ			T:27050	GBracamonte /DR/RE/TID:10881036/Loan
4/29/2013	NT	HAZ			T:27050	Status:Forbearance Plan Start 03-01-2013End

4/29/2013	NT	HAZ	Doc 7910-7	File 12/22/14	Entered 08/22/14 16:18:16	Exhibit C
4/29/2013	NT	HAZ	Doc 7410-22	File 08/22/14	Entered 08/22/14 16:18:16	Exhibit C
4/29/2013	NT	HAZ			T:27050	ICC/QBE/239797 **Document Completed**
4/29/2013	NT	HAZ			T:27050	Document Number 10881036
4/29/2013	NT	HAZ			T:27050	Doc Outgoing Correspondence from System
4/29/2013	NT	HAZ			T:27050	ICC/QBE/239797 **Document Completed**
4/29/2013	NT	HAZ			T:27050	Document Number 10881038
4/29/2013	NT	HAZ			T:27050	Doc Work Contract
4/29/2013	NT	HAZ			T:27051	ICC/QBE/239797*User Notes*
4/29/2013	NT	HAZ			T:27051	Placy /RE/DR/TID10881038fp 12/1/12 Invld documen
4/29/2013	NT	HAZ			T:27051	type Invdl Reason:not signed Contacted Brw
4/29/2013	NT	HAZ			T:27051	#732-462-6672 4 times rang busy each time this
4/29/2013	NT	HAZ			T:27051	is also a fax nbr for his office : advised
4/29/2013	NT	HAZ			T:27051	action: accept
4/29/2013	NT	HAZ			T:27050	ICC/QBE/239797*User Notes*
4/29/2013	NT	HAZ			T:27050	ICC/QBE /CBennett/re-D/R task id 10881034
4/29/2013	NT	HAZ			T:27050	f/b 03/01/2013--05/31/2013 doc type ins ltr
4/29/2013	NT	HAZ			T:27050	proof of loss action send to sup to review.
4/29/2013	NT	HAZ			T:27050	ICC/QBE/239797 **Document Completed**
4/29/2013	NT	HAZ			T:27050	Document Number 10881035
4/29/2013	NT	HAZ			T:27050	Doc Homeowners Statement
4/30/2013	NT	HAZ			T:27051	ICC/QBE/239797*User Notes*
4/30/2013	NT	HAZ			T:27051	TRucker /RE /Payee Header/ - Payee header not
4/30/2013	NT	HAZ			T:27051	required, CLM CK RECVD \$90,413.90 Addnt payee on
4/30/2013	NT	HAZ			T:27051	ck: NO Action: send to sup to close task
4/30/2013	NT	HAZ			T:27050	ICC/QBE/ELR Tracking No 239797
4/30/2013	NT	HAZ			T:27050	**Deposit Submitted**
4/30/2013	NT	HAZ			T:27050	Doc Type:Insurance Check
4/30/2013	NT	HAZ			T:27050	Deposit Amt:\$ 90413.90
5/1/2013	NT	HAZ			T:27050	ICC/QBE/239797*User Notes*
5/1/2013	NT	HAZ			T:27050	Borr F/U/Insurance CallsIns Co:Fidelity Insuranc
5/1/2013	NT	HAZ			T:27050	Claim #31770089689007 Item pndng recvd.
5/1/2013	NT	HAZ			T:27051	ICC/QBE/239797 **Document Completed**
5/1/2013	NT	HAZ			T:27051	Document Number 10881052
5/1/2013	NT	HAZ			T:27051	Doc Correspondence
5/1/2013	NT	HAZ			T:27050	ICC/QBE/239797*User Notes*
5/1/2013	NT	HAZ			T:27050	Thatton/ RE/ Research / IDOC/10881052
5/1/2013	NT	HAZ			T:27050	Forebearance Plan/ start 03/01/2013 end
5/1/2013	NT	HAZ			T:27050	05/31/2013/ correp recd/ /copy of taxes 1040
5/1/2013	NT	HAZ			T:27050	2011/ no request made/no response needed/action

5/1/2013	NT	HAZ	Doc 7910-7	Filed 12/22/14	Entered 08/22/14 16:38:15	accept
5/1/2013	NT	HAZ	Doc 7410-22	Filed 08/22/14	Entered 08/22/14 16:38:15	ICC/QBE/239797 **Document Completed**
5/1/2013	NT	HAZ				Document Number 10881050
5/1/2013	NT	HAZ				Doc Correspondence
5/1/2013	NT	HAZ				ICC/QBE/239797*User Notes*
5/1/2013	NT	HAZ				Thatton/ RE/ Research / IDOC/10881050Forebearanc
5/1/2013	NT	HAZ				Plan/ start 03/01/2013 end 05/31/2013/ correp
5/1/2013	NT	HAZ				recd/ /coversheet page filing checkkist for 2011
5/1/2013	NT	HAZ				taxes/no request made/response needed/action
5/1/2013	NT	HAZ				accept
5/1/2013	NT	HAZ				ICC/QBE/239797 **Document Completed**
5/1/2013	NT	HAZ				Document Number 10881045
5/1/2013	NT	HAZ				Doc Correspondence
5/1/2013	NT	HAZ				ICC/QBE/239797*User Notes*
5/1/2013	NT	HAZ				Thatton/ RE/ Research / IDOC/10881045/
5/1/2013	NT	HAZ				Forebearance Plan/ start 03/01/2013 end
5/1/2013	NT	HAZ				05/31/2013/ correp recd/cpy of application for
5/1/2013	NT	HAZ				Financial Analysis of the claim property/no
5/1/2013	NT	HAZ				request made/response needed/action accept
5/1/2013	NT	HAZ				ICC/QBE/239797 **Document Completed**
5/1/2013	NT	HAZ				Document Number 10881048
5/1/2013	NT	HAZ				Doc Correspondence
5/1/2013	NT	HAZ				ICC/QBE/239797*User Notes*
5/1/2013	NT	HAZ				Thatton/ RE/ Research / IDOC/10881039/
5/1/2013	NT	HAZ				Forebearance Plan/ start 03/01/2013 end
5/1/2013	NT	HAZ				05/31/2013/ correp recd/ltr frm h/o copy of
5/1/2013	NT	HAZ				Financial Analysis form for claim property/no
5/1/2013	NT	HAZ				request made/response needed/action accept
5/1/2013	NT	HAZ				ICC/QBE/239797 **Document Completed**
5/1/2013	NT	HAZ				Document Number 10881039
5/1/2013	NT	HAZ				Doc Correspondence
5/1/2013	NT	HAZ				ICC/QBE/239797*User Notes*
5/1/2013	NT	HAZ				Thatton/ RE/ Research / IDOC/10881039/
5/1/2013	NT	HAZ				Forebearance Plan/ start 03/01/2013 end
5/1/2013	NT	HAZ				05/31/2013 correp recd/36pg ltr frm Total care
5/1/2013	NT	HAZ				Insurance Repair, Inc
5/1/2013	NT	HAZ				ICC/QBE/239797*User Notes*
5/1/2013	NT	HAZ				cont: tid #10881039 sent to h/o outlining the
5/1/2013	NT	HAZ				inspection on property/ per ltr a copy was
5/1/2013	NT	HAZ				giving to Fidelity Insur Adjuster and to the H/O

5/1/2013	NT	HAZ	Doc 7910-7	Filed 12/22/14	Entered 08/22/14 16:13:16	Public adjuster/ /no request made/response needed/action accept
5/1/2013	NT	HAZ	Doc 7410-22	Filed 08/22/14	Entered 08/22/14 16:13:16	Exhibit Q
5/1/2013	NT	HAZ				Tobias Servicing Notes
5/1/2013	NT	HAZ				T:27050 ICC/QBE/239797 **Document Completed**
5/1/2013	NT	HAZ				T:27050 Document Number 10881041
5/1/2013	NT	HAZ				T:27050 Doc Correspondence
5/1/2013	NT	HAZ				T:27050 ICC/QBE/239797*User Notes*
5/1/2013	NT	HAZ				T:27050 Thatton/ RE/ Research / IDOC/10881041/
5/1/2013	NT	HAZ				T:27050 Forebearance Plan/ start 03/01/2013 end
5/1/2013	NT	HAZ				T:27050 05/31/2013 correpondence/Property Damage Review
5/1/2013	NT	HAZ				T:27050 Form/ no request made/response needed/action
5/1/2013	NT	HAZ				T:27050 accept
5/1/2013	NT	DM				T:22815 FHLMC EDR 04/30/13- 9 11/28/2012
5/2/2013	DM					T:00000 EARLY IND: SCORE 169 MODEL EI90C
5/2/2013	NT	HAZ				T:27052 ICC/QBE/239797*User Notes*
5/2/2013	NT	HAZ				T:27052 JAltnether/RE/Research/Correspondence/ fb 12/1/1
5/2/2013	NT	HAZ				T:27052 ***response letter mailed***
5/2/2013	NT	HAZ				T:27051 ICC/QBE/239797 **Document Completed**
5/2/2013	NT	HAZ				T:27051 Document Number 10881047
5/2/2013	NT	HAZ				T:27051 Doc Correspondence
5/2/2013	NT	HAZ				T:27050 ICC/QBE/239797*User Notes*
5/2/2013	NT	HAZ				T:27050 KBergner/ RE/ Research / IDOC TID 10881047/
5/2/2013	NT	HAZ				T:27050 Correspondence has been Received. Please Review
5/2/2013	NT	HAZ				T:27050 Doc/ loan FBP Current 5/31/13/ Rcvd. Bwrs.
5/2/2013	NT	HAZ				T:27050 Personal Financial Hardship Affidavit. No
5/2/2013	NT	HAZ				T:27050 request/no response reqd./Action: Accept
5/2/2013	NT	CSH				T:04515 Posted loss draft funds rcvd from Balboa--90413.9
5/2/2013	NT	HAZ				T:27053 ICC/QBE/239797 **Document Completed**
5/2/2013	NT	HAZ				T:27053 Document Number 10881042
5/2/2013	NT	HAZ				T:27053 Doc Legal Correspondence
5/2/2013	NT	HAZ				T:27050 ICC/QBE/239797*User Notes*
5/2/2013	NT	HAZ				T:27050 ADorney-RE-Research-IDOC TID10881042-1.Legal
5/2/2013	NT	HAZ				T:27050 Correspondence has been Received. Please Review
5/2/2013	NT	HAZ				T:27050 Document-FB Plan, 12-1-12-brwr advsing of
5/2/2013	NT	HAZ				T:27050 dispute and request for deposit and to apply
5/2/2013	NT	HAZ				T:27050 funds to mort payment. MLSR. Action: Accept
5/2/2013	NT	HAZ				T:27052 ICC/QBE/239797 **Document Completed**
5/2/2013	NT	HAZ				T:27052 Document Number 10881033
5/2/2013	NT	HAZ				T:27052 Doc Legal Correspondence
5/2/2013	NT	HAZ				T:27051 ICC/QBE/239797*User Notes*
5/2/2013	NT	HAZ				T:27051 ADorney-RE-Research-IDOC TID10881033-1.Legal

5/2/2013	NT	HAZ	12-1-2012 mg 9	Doc 7910-7	Filed 12/22/14	Entered 08/22/14 16:13:15	Correspondence has been Received. Please Review
5/2/2013	NT	HAZ					Exhibit C
5/2/2013	NT	HAZ					Tobias Servicing Notes
5/2/2013	NT	HAZ				T:27051	deposit funds and apply to mort payments to keep
5/2/2013	NT	HAZ				T:27051	current. Called brwr @732-462-6672,
5/2/2013	NT	HAZ				T:27051	ICC/QBE/239797*User Notes*
5/2/2013	NT	HAZ				T:27051	ADorney-Cont'd-spoke w/ Edward, advs'd that we
5/2/2013	NT	HAZ				T:27051	have deposited the insurance proceeds. Also
5/2/2013	NT	HAZ				T:27051	advs'd can not apply funds to their mort
5/2/2013	NT	HAZ				T:27051	payments. He advs'd that he is still in dispute
5/2/2013	NT	HAZ				T:27051	w/ the ins co to obtain more funds. RLM. Action:
5/2/2013	NT	HAZ				T:27051	Accept
5/3/2013	NT	HAZ				T:27050	ICC/QBE/239797 **Document Completed**
5/3/2013	NT	HAZ				T:27050	Document Number 10934438
5/3/2013	NT	HAZ				T:27050	Doc Outgoing Correspondence from System
5/3/2013	NT	HAZ				T:27051	ICC/QBE/239797*User Notes*
5/3/2013	NT	HAZ				T:27051	M.NEUMANN.. RE/ DR/ TID 10934438/ FBPlan Start
5/3/2013	NT	HAZ				T:27051	03-01-2013End 05-31-2013. . Outgoing
5/3/2013	NT	HAZ				T:27051	Correspondence . ActionA/R
5/6/2013	FSV		0	00	1	T:00000	INSP TYPE D ORDERED; REQ CD =AUTO DELQ
5/9/2013	CBR		0	00	1	T:00000	CR BUR RPT STATUS=N;EXPIRE DT = 06/14/13
5/9/2013	CBR		0	00	1	T:00000	MANUAL REQUEST: CBR SPECIAL COMMENT = AW
5/9/2013	CBR		0	00	1	T:00000	DELINQUENT: 150 DAYS
5/9/2013	NT	HAZ				T:27050	ICC/QBE/239797*User Notes*
5/9/2013	NT	HAZ				T:27050	BR FOLLOW-UP: A Letter was mailed Follow Up with
5/9/2013	NT	HAZ				T:27050	BorrowerLOAN STATUS: Forbearance Plan SOR RE
5/9/2013	NT	HAZ				T:27050	BAL: \$90,413.90 CONTACT MADE: noREASON: per
5/9/2013	NT	HAZ				T:27050	previous notes on 05/02/13 from rep AD, spk w/
5/9/2013	NT	HAZ				T:27050	h/o about claim and draw status
5/9/2013	NT	HAZ				T:27050	ICC/QBE/239797*User Notes*
5/9/2013	NT	HAZ				T:27050	SENT STATUS LETTER: yes NEXT STEP: 1st draw W/P
5/9/2013	NT	HAZ				T:27050	host, w/c, w9 ACTION: print ltr
5/9/2013	PPT						MTR
5/9/2013	PPT						TASK:0002-FSV-CHANGD FUPDT 06/06/13
5/9/2013	NT	FSV				T:02367	Working on 2 task. Acct in coll, Alert is
5/9/2013	NT	FSV				T:02367	Forbearance Plan, **will monitor** - Suhasini-2367
5/10/2013	NT	HAZ				T:27050	ICC/QBE/ELR Tracking No 239797
5/10/2013	NT	HAZ				T:27050	**Draw Approved**
5/10/2013	NT	HAZ				T:27050	Draw Amount \$:20000.00
5/10/2013	NT	HAZ				T:27050	Draw Event:Initial
5/10/2013	NT	HAZ				T:27050	Loan Status:Forbearance Plan

5/10/2013	NT	HAZ	1212020 mg 9	Doc 7410	07 Filed 03/22/14 Entered 03/22/14 16:38:15	Exhibit 7
5/10/2013	NT	HAZ			T:27050	ICC/QBE/239797*User Notes*
5/10/2013	NT	HAZ			T:27050	EOrtiz/RE/TID10080543/Draw Approval
5/10/2013	NT	HAZ			T:27050	Queue**Initial drw iao 20000.00, h/o stmt, ins
5/10/2013	NT	HAZ			T:27050	est, w/c(invalid does not cover the full scope of
5/10/2013	NT	HAZ			T:27050	work)Loan is in f/b ending on 05/31/13,
5/10/2013	NT	HAZ			T:27050	UPB264,993.14,per sandy guidelines, Action:
5/10/2013	NT	HAZ			T:27050	Approved***
5/10/2013	NT	HAZ			T:27050	ICC/QBE/239797 *Document Generated*
5/10/2013	NT	HAZ			T:27050	Document Number 11005571
5/10/2013	NT	HAZ			T:27050	Doc Outstanding Docs
5/13/2013	NT	DDSG			T:02657	Spoke to borr 2; advsd calling on forbearance plan
5/13/2013	NT	DDSG			T:02657	On the acct; goes thru 5/31/13, no l/c or neg cred
5/13/2013	NT	DDSG			T:02657	during the plan; pmts are not deferred or
5/13/2013	NT	DDSG			T:02657	forgiven and will be due at the end of the plan
5/13/2013	NT	DDSG			T:02657	if pmts are not made during the time; if unable to
5/13/2013	NT	DDSG			T:02657	bring current by the end of the plan, borr may
5/13/2013	NT	DDSG			T:02657	submit for a mod or repay but cannot make any
5/13/2013	NT	DDSG			T:02657	guarantees of approval; advsd not to submit for
5/13/2013	NT	DDSG			T:02657	mod or rpp while in fbr as can only do one at a
5/13/2013	NT	DDSG			T:02657	time and if either is considered fbr plan will
5/13/2013	NT	DDSG			T:02657	cancel; borr acknowledged understands and will
5/13/2013	NT	DDSG			T:02657	look into options when fbr is over
5/13/2013	DM				T:02657	<U>SEE DDSG NOTES FOR DETAILS</U>: OBC TO
5/13/2013	DM				T:02657	732-462-6672 ON A DISASTER FB PLAN F/U. SPOKE
5/13/2013	DM				T:02657	TO B1, WENT OVER THE TERMS OF THE FB PLAN.
5/13/2013	DM				T:02657	<U>SEE DDSG NOTES FOR DETAILS</U>
5/13/2013	DM				T:02657	ACTION/RESULT CD CHANGED FROM BRLM TO BRSS
5/14/2013	NT	HAZ			T:27050	ICC/QBE/239797*User Notes*
5/14/2013	NT	HAZ			T:27050	CRicketts/Accom/ TID: 10080543/ Loan Status:
5/14/2013	NT	HAZ			T:27050	Forbearance Plan/ Due Date: 12.1.12/ Request:
5/14/2013	NT	HAZ			T:27050	Received H/O stmt (TID 11035297) **CONT**
5/14/2013	NT	HAZ			T:27050	ICC/QBE/239797*User Notes*
5/14/2013	NT	HAZ			T:27050	**CONT** with h/o request to apply funds to
5/14/2013	NT	HAZ			T:27050	mortgage./ Rvwd File: Per A.D. notes 5.2.13 he
5/14/2013	NT	HAZ			T:27050	called bwr and advised that funds cannot be
5/14/2013	NT	HAZ			T:27050	applied to mtg pymnts./ Outcome: Cld bwr
5/14/2013	NT	HAZ			T:27050	732.462.6672 LM req call bck to advise if
5/14/2013	NT	HAZ			T:27050	ICC/QBE/239797*User Notes*

5/14/2013	NT	HAZ	Doc 7910-7	Filed 12/22/14	Entered 08/22/14	159211	**CONT** bwr is repairing home. if not a letter of intent is required before this can be Sent
5/14/2013	NT	HAZ	Doc 7410-22	Filed 08/22/14	Entered 08/22/14	159211	Tobias Servicing Notes
5/14/2013	NT	HAZ				T:27050	for rvw. If bwr is repairing home funds cannot
5/14/2013	NT	HAZ				T:27050	be applied to mtg. Gv C/S#, ELR./ Action:
5/14/2013	NT	HAZ				T:27050	Approve/Resolved
5/14/2013	NT	HAZ				T:27050	ICC/QBE/239797 **Document Completed**
5/14/2013	NT	HAZ				T:27050	Document Number 11035297
5/14/2013	NT	HAZ				T:27050	Doc Homeowners Statement
5/14/2013	NT	HAZ				T:27050	ICC/QBE/239797*User Notes*
5/14/2013	NT	HAZ				T:27050	Trucker/RE/DR/TID 11035297/FOREBEARANCE 12.1.201
5/14/2013	NT	HAZ				T:27050	HST: INVALID- NO GC OR OGC INDICATED
5/14/2013	NT	HAZ				T:27051	ICC/QBE/239797*User Notes*
5/14/2013	NT	HAZ				T:27051	Walls Standing: ALL WALLS Signed: YES Action:
5/14/2013	NT	HAZ				T:27051	ACCEPT * H/O STATES ON THE DOC THE HE WANTS
5/14/2013	NT	HAZ				T:27051	FUNDS APPLIED TO MRTG; CREATING ACCOM FOR LENDER
5/14/2013	NT	HAZ				T:27051	RELATNS REVIEW.
5/15/2013	NT	HAZ				T:27051	ICC/QBE/ELR Tracking No 239797
5/15/2013	NT	HAZ				T:27051	**Deposit Submitted**
5/15/2013	NT	HAZ				T:27051	Doc Type:Draw Check
5/15/2013	NT	HAZ				T:27051	Deposit Amt:\$ 20000.00
5/15/2013	NT	HAZ				T:27051	ICC/QBE/239797*User Notes*
5/15/2013	NT	HAZ				T:27051	BR F/U: Next Draw was just denied. Review file
5/15/2013	NT	HAZ				T:27051	for Next Steps...Loan stat: FB Plan..Sor Re
5/15/2013	NT	HAZ				T:27051	Bal:70,143.90..Contact made: No..Reason: drw was
5/15/2013	NT	HAZ				T:27051	aprvd in error, rep
5/15/2013	NT	HAZ				T:27050	ICC/QBE/239797*User Notes*
5/15/2013	NT	HAZ				T:27050	cld brwr 05/14..Snt Status ltr: Yes..Estimated
5/15/2013	NT	HAZ				T:27050	Completion Date: n/a.INVESTOR:n/a..Next Step:1st
5/15/2013	NT	HAZ				T:27050	drw or file revw..W/P: ho/st or ltr of no intent
5/15/2013	NT	HAZ				T:27050	to repair..Action: Prnt Ltr
5/15/2013	NT	HAZ				T:27052	ICC/QBE/239797 **Document Completed**
5/15/2013	NT	HAZ				T:27052	Document Number 11027655
5/15/2013	NT	HAZ				T:27052	Doc Draw Check
5/15/2013	NT	HAZ				T:27051	ICC/QBE/239797*User Notes*
5/15/2013	NT	HAZ				T:27051	AMartinez/RE/CheckQ/DCHK/TID11027655/Draw Check
5/15/2013	NT	HAZ				T:27051	Received however Monetary Stop Exists/Fb Plan
5/15/2013	NT	HAZ				T:27051	03/01/13- 05/31/13 Rcvd Drw Ck IAO \$20,000.00
5/15/2013	NT	HAZ				T:27051	(Unendo) ck#12681673, per notes below draw
5/15/2013	NT	HAZ				T:27051	approved in error, Action: Draw Redeposit
5/16/2013	NT	CSH				T:04515	Posted loss draft funds rcvd from Balboa--20000

5/16/2013	NT	HAZ	Doc 7910-7	Filed 03/22/14	Entered 08/22/14	10-13-16	ICC/QBE/239797*Document Generated*
5/16/2013	NT	HAZ	Doc 7410-22	Filed 03/22/14	Entered 08/22/14	10-13-16	Document Number 11059354
5/16/2013	NT	HAZ					Doc Outstanding Docs
5/17/2013	NT	HAZ					ICC/QBE/239797*User Notes*
5/17/2013	NT	HAZ					BSellers re research DEPT 11055278 FB cur 5/31/1
5/17/2013	NT	HAZ					Rules want to go to Workflow and Deposit*Deposit
5/17/2013	NT	HAZ					\$20000 has posted action close task
5/20/2013	NT	AOME					Assignment Executed
5/21/2013	FSV		0	00	1		INSP TP D RESULTS RCVD; ORD DT=05/06/13
5/21/2013	D28		0	DT	8		FORCED BILLING STATEMENT FROM REPORT R628
5/23/2013	NT	HAZ					ICC/QBE/239797 **Document Completed**
5/23/2013	NT	HAZ					Document Number 11122738
5/23/2013	NT	HAZ					Doc Homeowners Statement
5/23/2013	NT	HAZ					ICC/QBE/239797*User Notes*
5/23/2013	NT	HAZ					Placy /RE/DR/TID 11122738FB Plan3/1/13-5/31/13
5/23/2013	NT	HAZ					Invid document typeHOST Invid Reason: STATING
5/23/2013	NT	HAZ					NO INTENT TO REPAIR action: CLD H/O
5/23/2013	NT	HAZ					732-462-6672 LVMADVSD NEED LTR STATING NOT GOING
5/23/2013	NT	HAZ					TO RERAI Raccept
5/28/2013	NT	HAZ					ICC/QBE/239797 **Document Completed**
5/28/2013	NT	HAZ					Document Number 11122737
5/28/2013	NT	HAZ					Doc Legal Correspondence
5/28/2013	NT	HAZ					ICC/QBE/239797*User Notes*
5/28/2013	NT	HAZ					ADorney-RE-Research-IDOC TID11122737-1.Legal
5/28/2013	NT	HAZ					Correspondence has been Received. Please Review
5/28/2013	NT	HAZ					Document-FB Plan, 12-1-12-rqst to apply funds to
5/28/2013	NT	HAZ					mortgage payments. Called brwr @732-462-6672,
5/28/2013	NT	HAZ					lvm advsing cant apply funds. MLSR. Action:
5/28/2013	NT	HAZ					Accept
5/29/2013	NT	HAZ					ICC/QBE/239797*User Notes*
5/29/2013	NT	HAZ					JAltnether/RE/Research/Correspondence/ fb 12/1/1
5/29/2013	NT	HAZ					***response letter mailed***
5/30/2013	CIT	COL66					011 NEW CIT822-LSMIT DENIAL PROCESS
5/30/2013	CIT	COL66					pls cancel the fbr since b2 mde total pmt plus
5/30/2013	CIT	COL66					the june's due iao \$1900.68. cn
5/30/2013	CIT	COL66					20130531166698987. mary a8412310
5/30/2013	DM						'
5/30/2013	DM						ACTION/RESULT CD CHANGED FROM BRCP TO BRCP
5/30/2013	DM						TT AARON FROM INS CLAIMS TT B2. MM & QD. ADV OF
5/30/2013	DM						FBR ENDING TOM. ADV BR EXPIRY, ASKD TO STOP ANY

[illegible]

5/31/2013	PPT	12-1-2020 mg 9	Doc 7410	07	12/22/14	Entered 06/22/14 by 18621	TASK-0002 FSV-CHANGD EUPDT-06/28/13
5/31/2013	CIT	COL40				T:18621	010 DONE 05/31/13 BY TLR 18621
5/31/2013	CIT	COL40				T:18621	TSK TYP 780-PROPERTY PRESER
5/31/2013	CIT	COL40				T:18621	010 Closing cit 780pls stop any rekey on the prop
5/31/2013	CIT	COL40				T:18621	since b2 ci today to adv that the prop is
5/31/2013	CIT	COL40				T:18621	shown & being supervised by a realtor for it's
5/31/2013	CIT	COL40				T:18621	up for sale. placing the tlr# 31317 but sys sd
5/31/2013	CIT	COL40				T:18621	invalid tlr), forbearance Plan alert on accct,
5/31/2013	CIT	COL40				T:18621	no work ordered, Janga-18621
5/31/2013	NT	TCUSD				T:21718	Borrower refused the traditional workout.
6/3/2013	NT	DM				T:22815	FHLMC EDR 05/31/13- 20 5/31/2013
6/3/2013	CIT	COL09				T:12303	012 NEW CIT261-FULFMNT INVESTOR NOTICE
6/3/2013	CIT	COL09				T:12303	New CIT 261 - Please notify investor of
6/3/2013	CIT	COL09				T:12303	cancellation and/or denial via ancillary
6/3/2013	CIT	COL09				T:12303	system if applicable.
6/3/2013	LMT						FILE CLOSED (7) COMPLETED 06/03/13
6/3/2013	LMT						LOSS MIT DENIED OTHER
6/4/2013	CIT	COL09				T:02571	011 DONE 06/04/13 BY TLR 02571
6/4/2013	CIT	COL09				T:02571	TSK TYP 822-LSMIT DENIAL PR
6/4/2013	CIT	COL09				T:02571	011 Close CIT#822. Borrower refused the
6/4/2013	CIT	COL09				T:02571	traditional workout.
6/4/2013	NT	LMLTR				T:02571	M020 Modification denial letter requested from
6/4/2013	NT	LMLTR				T:02571	Vendor.
6/4/2013	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
6/5/2013	NT	FSV				T:26709	Loan on - Current Loans with Prop Pres
6/5/2013	NT	FSV				T:26709	Module Open Report - Refreshed and
6/5/2013	NT	FSV				T:26709	sent to distribution list, ran script
6/5/2013	NT	FSV				T:26709	dsusc053. Srinu 26709.
6/6/2013	NT	FSV				T:31685	"Loan on Current Loan with Prop Pres Module Open
6/6/2013	NT	FSV				T:31685	will shut down prop pres unless a CV task is
6/6/2013	NT	FSV				T:31685	opened. Place cancel all on insp and maintenance"
6/6/2013	NT	FSV				T:31685	Kalyan
6/6/2013	PPT						FILE CLOSED (2) COMPLETED 06/06/13
6/7/2013	NT	CBR				T:01475	Removed Credit Suppression Flag.
6/13/2013	CBR		0	00	1	T:00000	PREVIOUSLY REPORTED DELINQUENT:NOW CURRENT
6/13/2013	CBR		0	00	1	T:00000	CURRENT: < 30 DAYS
6/17/2013	CIT	COL27				T:01753	012 DONE 06/17/13 BY TLR 01753
6/17/2013	CIT	COL27				T:01753	TSK TYP 261-FULFMNT INVESTO
6/17/2013	CIT	COL27				T:01753	012 Closing CIT 261 No Workout to Cancel in WP2
6/17/2013	NT	CBR				T:01475	Suppressed credit due to DS. Suppression will

6/17/2013	NT	12-12020-mg	Doc 7910-7	Filed 06/22/14	Entered 06/22/14 16:38:15	Exhibit 7
6/21/2013	NT					
6/21/2013	NT				T:19336	242.45 REVERSED-MISAPPLIED
6/27/2013	NT	HAZ			T:27050	ICC/QBE/239797*User Notes*
6/27/2013	NT	HAZ			T:27050	BR FOLLOW-UP:30 Day brwr F/U LOAN STATUS:Curren
6/27/2013	NT	HAZ			T:27050	SOR RE BAL:\$90,413.90 CLD BRW @ 732-462-6672
6/27/2013	NT	HAZ			T:27050	lft msg for borrow to send in a ltr of no intent
6/27/2013	NT	HAZ			T:27050	to be faxed so that we can move
6/27/2013	NT	HAZ			T:27050	ICC/QBE/239797*User Notes*
6/27/2013	NT	HAZ			T:27050	forward on him claimSENT STATUS LETTER: Yes
6/27/2013	NT	HAZ			T:27050	Estimated Completion Date: unknownNEXT STEP:1st
6/27/2013	NT	HAZ			T:27050	draw W/P: Host,w/c,w-9 or denial ltr ACTION:
6/27/2013	NT	HAZ			T:27050	print ltr
6/28/2013	NT	HAZ			T:27050	ICC/QBE/239797 *Document Generated*
6/28/2013	NT	HAZ			T:27050	Document Number 11488552
6/28/2013	NT	HAZ			T:27050	Doc Outstanding Docs
7/1/2013	NT	AOMR			T:12535	Assignment Recorded
7/5/2013	DM				T:00000	EARLY IND: SCORE 001 MODEL EI16C
7/5/2013	DMD				T:22222	07/05/13 14:30:11 AUTOVOICE
7/5/2013	DMD				T:22222	07/05/13 16:33:36 RINGING
7/5/2013	DMD				T:22222	07/05/13 18:46:56 RINGING
7/8/2013	DMD				T:22222	07/08/13 11:26:11 AUTOVOICE
7/8/2013	DMD				T:22222	07/08/13 14:18:27 REORDER
7/8/2013	DMD				T:22222	07/08/13 14:42:27 SUCCESSFUL
7/8/2013	DMD				T:22222	07/06/13 12:25:47 AUTOVOICE
7/8/2013	DMD				T:22222	07/06/13 14:56:07 DISCONN
7/8/2013	DMD				T:22222	07/06/13 17:08:08 RINGING
7/8/2013	DM				T:16131	OBC TTB2 PBP\$2679.89 071013
7/8/2013	DM				T:16131	CONF#20130710169627487. SALVEB8412445
7/8/2013	DM				T:16131	ACTION/RESULT CD CHANGED FROM OAAI TO BRCP
7/8/2013	DM				T:16131	GAIN THE CUSTOMERS COMMITMENT TO RESOLVE THE
7/8/2013	DM				T:16131	DELINQUENCY THROUGH A PROMISE TO PAY OR REPAYMENT
7/8/2013	DM				T:16131	PLAN. OUTBOUND CALL
7/8/2013	DM				T:16131	ACTION/RESULT CD CHANGED FROM BRCP TO OAAI
7/9/2013	NT	HAZ			T:27050	ICC/QBE/239797*User Notes*
7/9/2013	NT	HAZ			T:27050	JGuzman/RE/Research/TID 11544004 crnt 7.1.13
7/9/2013	NT	HAZ			T:27050	Correspondence has been received. Please Review
7/9/2013	NT	HAZ			T:27050	***
7/9/2013	NT	HAZ			T:27050	ICC/QBE/239797*User Notes*
7/9/2013	NT	HAZ			T:27050	****Document; bwr req ins funds be applied towrd

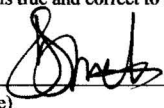
7/9/2013	NT	HAZ	12-12-2010 mg 9	Doc 7410	0-7	File 12/22/14	Entered 08/21/14 10:13:16	Exhibit C	T:27050	the UPB to keep acct crnt; adv that at this time
7/9/2013	NT	HAZ							T:27050	they are no making repairs to property due to
7/9/2013	NT	HAZ							T:27050	settlement; c/o to bwr @ 732-462-6672Nis when
7/9/2013	NT	HAZ							T:27050	bwr c/b PLS adv the funds***
7/9/2013	NT	HAZ							T:27050	ICC/QBE/239797*User Notes*
7/9/2013	NT	HAZ							T:27050	*** have not been deposited iao 9,776.65 pend
7/9/2013	NT	HAZ							T:27050	verification if its a copy of the ck or live ck
7/9/2013	NT	HAZ							T:27050	per 7.9.13 notes; and that are for the intent to
7/9/2013	NT	HAZ							T:27050	repair the home not keep UPB crtn;
7/9/2013	NT	HAZ							T:27050	Action:Defer
7/9/2013	NT	HAZ							T:27050	ICC/QBE/239797 **Document Completed**
7/9/2013	NT	HAZ							T:27050	Document Number 11544005
7/9/2013	NT	HAZ							T:27050	Doc Outgoing Correspondence from System
7/9/2013	NT	HAZ							T:27052	ICC/QBE/239797*User Notes*
7/9/2013	NT	HAZ							T:27052	PCallahan/re/dr/curr 07/01/2013/ TID 11544005/
7/9/2013	NT	HAZ							T:27052	f/b copy of insur ck \$9,775.65/ sent e-mail to
7/9/2013	NT	HAZ							T:27052	ccuplds to pull ck to verify it is only copy/
7/9/2013	NT	HAZ							T:27052	action: accept
7/9/2013	NT	HAZ							T:27052	amp; reprocess
7/10/2013	DM								T:00000	PROMISE KEPT 07/09/13 PROMISE DT 07/10/13
7/10/2013	DM								T:00000	PROMISE BROKEN 07/10/13 PROMISE DT 07/10/13
7/10/2013	CBR			0	00	1			T:00000	CURRENT: < 30 DAYS
7/10/2013	NT	HAZ							T:27050	ICC/QBE/239797*User Notes*
7/10/2013	NT	HAZ							T:27050	JAltnether/RE/Research/Correspondence/ current
7/10/2013	NT	HAZ							T:27050	8/1/13 ***response letter mailed***
7/10/2013	NT	HAZ							T:27051	ICC/QBE/239797 **Document Completed**
7/10/2013	NT	HAZ							T:27051	Document Number 11544004
7/10/2013	NT	HAZ							T:27051	Doc Correspondence
7/10/2013	NT	HAZ							T:27050	ICC/QBE/239797*User Notes*
7/10/2013	NT	HAZ							T:27050	JGuzman/RE/Research/TID 11544004 crnt 8.1.13
7/10/2013	NT	HAZ							T:27050	following up Correspondence has been received.
7/10/2013	NT	HAZ							T:27050	Please Review Document; check was just a copy
7/10/2013	NT	HAZ							T:27050	pls adv bwr when they call that we need the live
7/10/2013	NT	HAZ							T:27050	ck; RL requested Action:Accept
7/11/2013	D28			0	DT	8				BILLING STATEMENT FROM REPORT R628
7/15/2013	NT	HAZ							T:27050	ICC/QBE/239797 **Document Completed**
7/15/2013	NT	HAZ							T:27050	Document Number 11633163
7/15/2013	NT	HAZ							T:27050	Doc Insurance Check
7/15/2013	NT	HAZ							T:27050	ICC/QBE/239797 **Document Completed**
7/15/2013	NT	HAZ							T:27050	Document Number 11612667

7/15/2013	NT	HAZ	12-1-2012 mg 9	Doc 796	0-7	Filed 12/22/14	Entered 08/22/14	10-19-16	Doc Outgoing Correspondence from System
7/15/2013	NT	HAZ							ICC/QBE/239797*User Notes*
7/15/2013	NT	HAZ							T:27050 jscott/RE/DR/TID11612667, LS-curr, tol-flood,
7/15/2013	NT	HAZ							T:27050 dol-10/29/12, outgoing correspondence fr system
7/15/2013	NT	HAZ							T:27050 to brwr reg req to apply funds to mortg: accept
7/15/2013	NT	HAZ							T:27050 and reprocess or Sent to sup
7/16/2013	NT	HAZ							T:27050 ICC/QBE/239797*User Notes*
7/16/2013	NT	HAZ							T:27050 ALaster/RE/Research/ELRT#10080543/ Loan:Current
7/16/2013	NT	HAZ							T:27050 Due:8.1.13/Sum of Funds Received Exceeds the
7/16/2013	NT	HAZ							T:27050 Loss Amount/ we are pending an updated est to
7/16/2013	NT	HAZ							T:27050 verify ttl loss amnt / updating loss amnt to
7/16/2013	NT	HAZ							T:27050 amnt rcvd until that is completed
7/16/2013	NT	HAZ							T:27050 ACTION:complete
7/16/2013	NT	HAZ							T:27050 ICC/QBE/239797*User Notes*
7/16/2013	NT	HAZ							T:27050 JAltnether/RE/ELR status Rec'd request for
7/16/2013	NT	HAZ							T:27050 appraisal. Downloaded from LookingGlass and
7/16/2013	NT	HAZ							T:27050 fwd'd to requesting rep.
7/16/2013	NT	HAZ							T:27050 ICC/QBE/239797 **Document Completed**
7/16/2013	NT	HAZ							T:27050 Document Number 11633164
7/16/2013	NT	HAZ							T:27050 Doc Correspondence
7/16/2013	NT	HAZ							T:27050 ICC/QBE/239797*User Notes*
7/16/2013	NT	HAZ							T:27050 JGuzman/RE/Research/TID 11633164 crnt 8.1.13
7/16/2013	NT	HAZ							T:27050 Correspondence has been received. Please Review
7/16/2013	NT	HAZ							T:27050 Document;bwr req deposit of ck iao 9,775.65; and
7/16/2013	NT	HAZ							T:27050 apply funds to keep acct current; c/o to ins co;
7/16/2013	NT	HAZ							T:27050 @8003566326 s/w Amy trns to Amy adjLVM; adj need
7/16/2013	NT	HAZ							T:27050 updated est; C/o to borr @ 732.462.6672; adv
7/16/2013	NT	HAZ							T:27050 pend ****
7/16/2013	NT	HAZ							T:27050 ICC/QBE/239797*User Notes*
7/16/2013	NT	HAZ							T:27050 ***revised Ins est funds rcvd exceed; monitored
7/16/2013	NT	HAZ							T:27050 amt; bwr stted that he feel like he needs more
7/16/2013	NT	HAZ							T:27050 funds to be able to replace the home with a
7/16/2013	NT	HAZ							T:27050 modular and bwr ins company is not paying out
7/16/2013	NT	HAZ							T:27050 full amount to replace; bwr understands that ins
7/16/2013	NT	HAZ							T:27050 funds are to be applied to repairs of home;
7/16/2013	NT	HAZ							T:27050 ADV: will need lender decision-- will need***
7/16/2013	NT	HAZ							T:27050 ICC/QBE/239797*User Notes*
7/16/2013	NT	HAZ							T:27050 *** suporting docs; intent letter purchase
7/16/2013	NT	HAZ							T:27050 agreement; orig appraisal(Requested); blueprints;
7/16/2013	NT	HAZ							T:27050 bwr also req a principle reduction adv need to

7/16/2013	NT	HAZ	Doc 7910-7	Filed 08/22/14	Entered 08/22/14 10:19:16	T:27050	talk directly to mortgage side; bwn stied will
7/16/2013	NT	HAZ	Doc 7410-22	Filed 08/22/14	Entered 08/22/14 10:19:16	T:27050	provide sup docs for replacing home for lender
7/16/2013	NT	HAZ				T:27050	decision; RL requested; Action:Accept
7/16/2013	NT	HAZ				T:27050	ICC/QBE/ELR Tracking No 239797
7/16/2013	NT	HAZ				T:27050	**Deposit Submitted**
7/16/2013	NT	HAZ				T:27050	Doc Type:Insurance Check
7/16/2013	NT	HAZ				T:27050	Deposit Amt:\$ 9775.65
7/17/2013	NT	HAZ				T:27050	ICC/QBE/239797*User Notes*
7/17/2013	NT	HAZ				T:27050	JGuzman_RE-Resrch; revd email with original
7/17/2013	NT	HAZ				T:27050	appraisal, having it scanned into file .
7/17/2013	NT	CSH				T:01657	Posted loss draft funds rcvd from Balboa--9775.65
7/17/2013	NT	HAZ				T:27050	ICC/QBE/239797*User Notes*
7/17/2013	NT	HAZ				T:27050	JAltnether/RE/Research/Correspondence/ current
7/17/2013	NT	HAZ				T:27050	8/1/13 ***response letter mailed***
7/18/2013	NT	HAZ				T:27050	ICC/QBE/239797*User Notes*
7/18/2013	NT	HAZ				T:27050	BSellers re research DEPT 11655296 cur 8/1/13
7/18/2013	NT	HAZ				T:27050	Rules want to go to Workflow and Deposit*
7/18/2013	NT	HAZ				T:27050	Deposit \$9775.65 posted action close task

Exhibit R

B 10 Modified (Official Form 10) (12/11)

UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK			PROOF OF CLAIM
Name of Debtor and Case Number: GMAC Mortgage, LLC, Case No. 12-12032			
NOTE: This form should not be used to make a claim for an administrative expense (other than a claim asserted under 11 U.S.C. § 503(b)(9)) arising after the commencement of the case. A "request" for payment of an administrative expense (other than a claim asserted under 11 U.S.C. § 503(b)(9)) may be filed pursuant to 11 U.S.C. § 503.			
Name of Creditor (the person or other entity to whom the debtor owes money or property): Tia Smith			<input type="checkbox"/> Check this box if this claim amends a previously filed claim. Court Claim Number: _____ <i>(If known)</i> Filed on: _____ <input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars. 5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount. <input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries, or commissions (up to \$11,725*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier – 11 U.S.C. §507 (a)(4). <input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. §507 (a)(5). <input type="checkbox"/> Up to \$2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. §507 (a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. §507 (a)(8). <input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. §507 (a)(). Amount entitled to priority: \$ _____ * Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.
Name and address where notices should be sent: Tia Smith 4011 Hubert Avenue Los Angeles, California 90008			
Telephone number: 323-384-4493 email: myfathersdiamond@msn.com			
Name and address where payment should be sent (if different from above): FILED JOINTLY WITH CASE NOS.: 12-12019; 12-12020; 12-12042; 12-12052			5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount. <input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries, or commissions (up to \$11,725*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier – 11 U.S.C. §507 (a)(4). <input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. §507 (a)(5). <input type="checkbox"/> Up to \$2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. §507 (a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. §507 (a)(8). <input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. §507 (a)(). Amount entitled to priority: \$ _____ * Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.
Telephone number: _____ email: _____			
1. Amount of Claim as of Date Case Filed: \$ 3,000,000.00 If all or part of the claim is secured, complete item 4. If all or part of the claim is entitled to priority, complete item 5. <input type="checkbox"/> Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.			
2. Basis for Claim: PREDATORY LENDING, WRONGFUL FORECLOSURE (See instruction #2)			5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount. <input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries, or commissions (up to \$11,725*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier – 11 U.S.C. §507 (a)(4). <input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. §507 (a)(5). <input type="checkbox"/> Up to \$2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. §507 (a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. §507 (a)(8). <input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. §507 (a)(). Amount entitled to priority: \$ _____ * Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.
3. Last four digits of any number by which creditor identifies debtor: 9130	3a. Debtor may have scheduled account as: _____ (See instruction #3a)	3b. Uniform Claim Identifier (optional): _____ (See instruction #3b)	
4. Secured Claim (See instruction #4) Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: Value of Property: \$ _____ Annual Interest Rate _____ % <input type="checkbox"/> Fixed <input type="checkbox"/> Variable (when case was filed) Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any: \$ _____ Basis for perfection: _____ Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____			
6. Claim Pursuant to 11 U.S.C. § 503(b)(9): Indicate the amount of your claim arising from the value of any goods received by the Debtor within 20 days before May 14, 2012, the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim. \$ _____ (See instruction #6)			5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount. <input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries, or commissions (up to \$11,725*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier – 11 U.S.C. §507 (a)(4). <input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. §507 (a)(5). <input type="checkbox"/> Up to \$2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. §507 (a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. §507 (a)(8). <input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. §507 (a)(). Amount entitled to priority: \$ _____ * Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.
7. Credits. The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #7)			
8. Documents: Attached are redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. If the claim is secured, box 4 has been completed, and redacted copies of documents providing evidence of perfection of a security interest are attached. (See instruction #8, and the definition of "redacted".) DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain: COMPLAINT IS VOLUMINOUS. ATTACHED FACE PAGE			
9. Signature: (See instruction #9) Check the appropriate box. <input checked="" type="checkbox"/> I am the creditor. <input type="checkbox"/> I am the creditor's authorized agent. <input type="checkbox"/> I am the trustee, or the debtor, or their authorized agent. <input type="checkbox"/> I am a guarantor, surety, indorser, or other codebtor. (Attach copy of power of attorney, if any.) (See Bankruptcy Rule 3004.) (See Bankruptcy Rule 3005.) I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief. Print Name: Tia Smith Title: _____ Company: _____ Address and telephone number (if different from notice address above): _____ Telephone number: _____			5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount. <input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries, or commissions (up to \$11,725*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier – 11 U.S.C. §507 (a)(4). <input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. §507 (a)(5). <input type="checkbox"/> Up to \$2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. §507 (a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. §507 (a)(8). <input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. §507 (a)(). Amount entitled to priority: \$ _____ * Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.
(Signature)  (Date) 11/5/2012			
Penalty for presenting fraudulent claim: Fine of up to \$500.			



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KURTZMAN CARSON CONSULTANTS
COURT USE ONLY

1 TIA SMITH
2 4011 Hubert Avenue
3 Los Angeles, CA 90008
4 (323) 384-4493
5 FAX (323) 295-0517
6 *Plaintiff in Pro Per*

7 SUPERIOR COURT OF THE STATE OF CALIFORNIA
8 COUNTY OF LOS ANGELES

9 TIA SMITH

10 Plaintiff,

11 vs.

12 AMERICAN MORTGAGE NETWORK,
13 INC., RESIDENTIAL FUNDING
14 COMPANY, WALMAR FINANCIAL
15 GROUP, AURORA BANK FSB, CAL-
16 WESTERN RECONVEYANCE
17 CORPORATION, HOMECOMINGS
18 FINANCIAL, GMAC, RESIDENTIAL
19 ACCREDIT LOANS, INC., DEUTSCHE
20 BANK TRUST COMPANY AMERICAS
as INDENTURED TRUSTEE for RALI
2007-QO1, FIRST AMERICAN TITLE
INSURANCE COMPANY AND
DOES 1-20, inclusive

21 Defendants.

Case No.: BC465542
(Assigned For All Purposes to
Hon. John L. Segal)

**SECOND AMENDED COMPLAINT
[JURY TRIAL DEMANDED]**

1. BREACH OF CONTRACT;
2. BREACH OF IMPLIED COVENANT OF GOOD AND FAIR DEALING;
3. BREACH OF FIDUCIARY DUTY;
4. DECEPTIVE BUSINESS PRACTICES;
5. FRAUDULENT CONCEALMENT;
6. FRAUDULENT OMISSIONS;
7. INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS;
8. INTENTIONAL MISREPRESENTATION;
9. NEGLIGENCE;
10. NEGLIGENT MISREPRESENTATION;
11. QUIET TITLE
12. SLANDER OF TITLE;
13. TRESPASS ON CONTRACT;
14. UNCONSCIONABILITY;
15. UNJUST ENRICHMENT;
16. WRONGFUL CONVERSION OF REAL PROPERTY;
17. WRONGFUL FORECLOSURE;
18. VIOLATION OF BUSINESS AND PROFESIONS CODE §17200;
19. VIOLATION OF CALIFORNIA CODE §1788.17;
20. VIOLATION OF TILA;

21. VIOLATION OF RESPA;
22. VIOLATION OF CALIFORNIA
MORTGAGE LENDING ACT
CALIFORNIA FINANCIAL CODE
SECTION 50000;
23. VIOLATION OF CALIFORNIA CIVIL
CODE SECTION 1916.7 (10);
24. VIOLATION OF EQUAL CREDIT
OPPORTUNITY ACT;
25. VIOLATION OF CA CIV. CODE §1572;
26. VIOLATION OF CALIFORNIA CIVIL
CODE SECTION 2923.5;
27. VIOLATION OF CALIFORNIA CIVIL
CODE SECTION 2923.6;
28. RESCISSION;
29. INJUNCTIVE RELIEF;
30. DECLARATORY RELIEF

Filed Jointly With:
Residential Funding Company LLC 12-12019
Residential Accredited Loans Inc 12-12052
Homecoming Financial LLC 12-12042

UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK			PROOF OF CLAIM
Name of Debtor and Case Number: Homecomings Financial, LLC, Case No. 12-12042			
NOTE: This form should not be used to make a claim for an administrative expense (other than a claim asserted under 11 U.S.C. § 503(b)(9)) arising after the commencement of the case. A "request" for payment of an administrative expense (other than a claim asserted under 11 U.S.C. § 503(b)(9)) may be filed pursuant to 11 U.S.C. § 503.			
Name of Creditor (the person or other entity to whom the debtor owes money or property): Tia Smith			<input type="checkbox"/> Check this box if this claim amends a previously filed claim. Court Claim Number: _____ <i>(If known)</i> Filed on: _____ <input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars. 5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount. <input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries, or commissions (up to \$11,725*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier – 11 U.S.C. §507 (a)(4). <input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. §507 (a)(5). <input type="checkbox"/> Up to \$2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. §507 (a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. §507 (a)(8). <input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. §507 (a)(). Amount entitled to priority: \$ _____ * Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.
Name and address where notices should be sent: Tia Smith 4011 Hubert Avenue Los Angeles, California 90008			
Telephone number: 323-384-4493 email: myfathersdiamond@msn.com			
Name and address where payment should be sent (if different from above): FILED JOINTLY WITH CASE NOS.: 12-12019; 12-12020; 12-12032; 12-12052			
Telephone number: email:			
1. Amount of Claim as of Date Case Filed: \$ 3,000,000.00 If all or part of the claim is secured, complete item 4. If all or part of the claim is entitled to priority, complete item 5. <input type="checkbox"/> Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.			
2. Basis for Claim: PREDATORY LENDING, WRONGFUL FORECLOSURE (See instruction #2)			
3. Last four digits of any number by which creditor identifies debtor: 9130	3a. Debtor may have scheduled account as: (See instruction #3a)	3b. Uniform Claim Identifier (optional): (See instruction #3b)	
4. Secured Claim (See instruction #4) Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: Value of Property: \$ _____ Annual Interest Rate _____ % <input type="checkbox"/> Fixed <input type="checkbox"/> Variable (when case was filed) Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any: \$ _____ Basis for perfection: _____ Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____			
6. Claim Pursuant to 11 U.S.C. § 503(b)(9): Indicate the amount of your claim arising from the value of any goods received by the Debtor within 20 days before May 14, 2012, the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim. \$ _____ (See instruction #6)			
7. Credits. The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #7)			
8. Documents: Attached are redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. If the claim is secured, box 4 has been completed, and redacted copies of documents providing evidence of perfection of a security interest are attached. (See instruction #8, and the definition of "redacted".) DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain: COMPLAINT IS VOLUMINOUS; SEE ATTACHED FACE PAGE			
9. Signature: (See instruction #9) Check the appropriate box. <input checked="" type="checkbox"/> I am the creditor. <input type="checkbox"/> I am the creditor's authorized agent. <input type="checkbox"/> I am the trustee, or the debtor, or their authorized agent. <input type="checkbox"/> I am a guarantor, surety, indorser, or other codebtor. (Attach copy of power of attorney, if any.) (See Bankruptcy Rule 3004.) (See Bankruptcy Rule 3005.) I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief. Print Name: Tia Smith Title: _____ Company: _____ (Signature)  (Date) 11/5/2012 Address and telephone number (if different from notice address above): _____ _____ Telephone number: _____ Email: _____			
Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for			



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KURTZMAN CARSON CONSULTANTS
COURT USE ONLY

1 TIA SMITH
2 4011 Hubert Avenue
3 Los Angeles, CA 90008
4 (323) 384-4493
5 FAX (323) 295-0517
6 *Plaintiff in Pro Per*

7 SUPERIOR COURT OF THE STATE OF CALIFORNIA
8 COUNTY OF LOS ANGELES

9 TIA SMITH

10 Plaintiff,

11 vs.

12 AMERICAN MORTGAGE NETWORK,
13 INC., RESIDENTIAL FUNDING
14 COMPANY, WALMAR FINANCIAL
15 GROUP, AURORA BANK FSB, CAL-
16 WESTERN RECONVEYANCE
17 CORPORATION, HOMECOMINGS
18 FINANCIAL, GMAC, RESIDENTIAL
19 ACCREDIT LOANS, INC., DEUTSCHE
20 BANK TRUST COMPANY AMERICAS
as INDENTURED TRUSTEE for RALI
2007-QO1, FIRST AMERICAN TITLE
INSURANCE COMPANY AND
DOES 1-20, inclusive

21 Defendants.

Case No.: BC465542
(Assigned For All Purposes to
Hon. John L. Segal)

**SECOND AMENDED COMPLAINT
[JURY TRIAL DEMANDED]**

1. BREACH OF CONTRACT;
2. BREACH OF IMPLIED COVENANT OF GOOD AND FAIR DEALING;
3. BREACH OF FIDUCIARY DUTY;
4. DECEPTIVE BUSINESS PRACTICES;
5. FRAUDULENT CONCEALMENT;
6. FRAUDULENT OMISSIONS;
7. INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS;
8. INTENTIONAL MISREPRESENTATION;
9. NEGLIGENCE;
10. NEGLIGENT MISREPRESENTATION;
11. QUIET TITLE
12. SLANDER OF TITLE;
13. TRESPASS ON CONTRACT;
14. UNCONSCIONABILITY;
15. UNJUST ENRICHMENT;
16. WRONGFUL CONVERSION OF REAL PROPERTY;
17. WRONGFUL FORECLOSURE;
18. VIOLATION OF BUSINESS AND PROFESIONS CODE §17200;
19. VIOLATION OF CALIFORNIA CODE §1788.17;
20. VIOLATION OF TILA;

21. VIOLATION OF RESPA;
22. VIOLATION OF CALIFORNIA
MORTGAGE LENDING ACT
CALIFORNIA FINANCIAL CODE
SECTION 50000;
23. VIOLATION OF CALIFORNIA CIVIL
CODE SECTION 1916.7 (10);
24. VIOLATION OF EQUAL CREDIT
OPPORTUNITY ACT;
25. VIOLATION OF CA CIV. CODE §1572;
26. VIOLATION OF CALIFORNIA CIVIL
CODE SECTION 2923.5;
27. VIOLATION OF CALIFORNIA CIVIL
CODE SECTION 2923.6;
28. RESCISSION;
29. INJUNCTIVE RELIEF;
30. DECLARATORY RELIEF

Filed Jointly With:

Gmac Mortgage LLC 12-12032
Residential Funding Company LLC 12-12019
Residential Accredited Cos Inc 12-12052

UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK			PROOF OF CLAIM
Name of Debtor and Case Number: Residential Funding Company, LLC, Case No. 12-12019			
NOTE: This form should not be used to make a claim for an administrative expense (other than a claim asserted under 11 U.S.C. § 503(b)(9)) arising after the commencement of the case. A "request" for payment of an administrative expense (other than a claim asserted under 11 U.S.C. § 503(b)(9)) may be filed pursuant to 11 U.S.C. § 503.			
Name of Creditor (the person or other entity to whom the debtor owes money or property): Tia Smith			<input type="checkbox"/> Check this box if this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____ <input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars. 5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount. <input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries, or commissions (up to \$11,725*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier – 11 U.S.C. §507 (a)(4). <input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. §507 (a)(5). <input type="checkbox"/> Up to \$2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. §507 (a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. §507 (a)(8). <input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. §507 (a)(). Amount entitled to priority: \$ _____ * Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.
Name and address where notices should be sent: Tia Smith 4011 Hubert Avenue Los Angeles, California 90008			
Telephone number: 323-384-4493 email: myfathersdiamond@msn.com			
Name and address where payment should be sent (if different from above): FILED JOINTLY WITH CASE NOS.: 12-12020; 12-12032; 12-12042; 12-12052			
Telephone number: email:			
1. Amount of Claim as of Date Case Filed: \$ 3,000,000.00 If all or part of the claim is secured, complete item 4. If all or part of the claim is entitled to priority, complete item 5. <input type="checkbox"/> Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.			
2. Basis for Claim: PREDATORY LENDING, WRONGFUL FORECLOSURE (See instruction #2)			
3. Last four digits of any number by which creditor identifies debtor: 9130	3a. Debtor may have scheduled account as: (See instruction #3a)	3b. Uniform Claim Identifier (optional): (See instruction #3b)	
4. Secured Claim (See instruction #4) Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: Value of Property: \$ _____ Annual Interest Rate _____ % <input type="checkbox"/> Fixed <input type="checkbox"/> Variable (when case was filed) Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any: \$ _____ Basis for perfection: _____ Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____			
6. Claim Pursuant to 11 U.S.C. § 503(b)(9): Indicate the amount of your claim arising from the value of any goods received by the Debtor within 20 days before May 14, 2012, the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim. \$ _____ (See instruction #6)			
7. Credits. The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #7)			
8. Documents: Attached are redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. If the claim is secured, box 4 has been completed, and redacted copies of documents providing evidence of perfection of a security interest are attached. (See instruction #8, and the definition of "redacted".) DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain: COMPLAINT IS VOLUNTARIOUS; SEE ATTACHED FACE PAGE			
9. Signature: (See instruction #9) Check the appropriate box. <input checked="" type="checkbox"/> I am the creditor. <input type="checkbox"/> I am the creditor's authorized agent. <input type="checkbox"/> I am the trustee, or the debtor, or their authorized agent. <input type="checkbox"/> I am a guarantor, surety, indorser, or other codebtor. (Attach copy of power of attorney, if any.) (See Bankruptcy Rule 3004.) (See Bankruptcy Rule 3005.) I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief. Print Name: Tia Smith Title: _____ Company: _____ (Signature) 11/5/2012 (Date) Address and telephone number (if different from notice address above): _____ Telephone number: _____			
Penalty for presenting fraudulent claim: Fine of up to \$500,000			



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KURTZMAN CARSON CONSULTANTS
COURT USE ONLY

1 TIA SMITH
2 4011 Hubert Avenue
3 Los Angeles, CA 90008
4 (323) 384-4493
5 FAX (323) 295-0517
6 *Plaintiff in Pro Per*

7 SUPERIOR COURT OF THE STATE OF CALIFORNIA
8 COUNTY OF LOS ANGELES

9 TIA SMITH

10 Plaintiff,

11 vs.

12 AMERICAN MORTGAGE NETWORK,
13 INC., RESIDENTIAL FUNDING
14 COMPANY, WALMAR FINANCIAL
15 GROUP, AURORA BANK FSB, CAL-
16 WESTERN RECONVEYANCE
17 CORPORATION, HOMECOMINGS
18 FINANCIAL, GMAC, RESIDENTIAL
19 ACCREDIT LOANS, INC., DEUTSCHE
20 BANK TRUST COMPANY AMERICAS
as INDENTURED TRUSTEE for RALI
2007-QO1, FIRST AMERICAN TITLE
INSURANCE COMPANY AND
DOES 1-20, inclusive

21 Defendants.

Case No.: BC465542
(Assigned For All Purposes to
Hon. John L. Segal)

**SECOND AMENDED COMPLAINT
[JURY TRIAL DEMANDED]**

1. BREACH OF CONTRACT;
2. BREACH OF IMPLIED COVENANT OF GOOD AND FAIR DEALING;
3. BREACH OF FIDUCIARY DUTY;
4. DECEPTIVE BUSINESS PRACTICES;
5. FRAUDULENT CONCEALMENT;
6. FRAUDULENT OMISSIONS;
7. INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS;
8. INTENTIONAL MISREPRESENTATION;
9. NEGLIGENCE;
10. NEGLIGENT MISREPRESENTATION;
11. QUIET TITLE
12. SLANDER OF TITLE;
13. TRESPASS ON CONTRACT;
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16. WRONGFUL CONVERSION OF REAL PROPERTY;
17. WRONGFUL FORECLOSURE;
18. VIOLATION OF BUSINESS AND PROFESIONS CODE §17200;
19. VIOLATION OF CALIFORNIA CODE §1788.17;
20. VIOLATION OF TILA;

21. VIOLATION OF RESPA;
22. VIOLATION OF CALIFORNIA
MORTGAGE LENDING ACT
CALIFORNIA FINANCIAL CODE
SECTION 50000;
23. VIOLATION OF CALIFORNIA CIVIL
CODE SECTION 1916.7 (10);
24. VIOLATION OF EQUAL CREDIT
OPPORTUNITY ACT;
25. VIOLATION OF CA CIV. CODE §1572;
26. VIOLATION OF CALIFORNIA CIVIL
CODE SECTION 2923.5;
27. VIOLATION OF CALIFORNIA CIVIL
CODE SECTION 2923.6;

28. RESCISSION;
29. INJUNCTIVE RELIEF;
30. DECLARATORY RELIEF

Filed jointly with:

Residential Accredited Loans Inc 12-12052
Homecomings Financial LLC 12-12042
Gmac Mortgage LLC 12-12032

B 10 Modified (Official Form 10) (12/11)

UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK			PROOF OF CLAIM
Name of Debtor and Case Number: Residential Accredited Loans, Inc., Case No. 12-12052			
NOTE: This form should not be used to make a claim for an administrative expense (other than a claim asserted under 11 U.S.C. § 503(b)(9)) arising after the commencement of the case. A "request" for payment of an administrative expense (other than a claim asserted under 11 U.S.C. § 503(b)(9)) may be filed pursuant to 11 U.S.C. § 503.			
Name of Creditor (the person or other entity to whom the debtor owes money or property): Tia Smith			<input type="checkbox"/> Check this box if this claim amends a previously filed claim. Court Claim Number: _____ <i>(If known)</i> Filed on: _____
Name and address where notices should be sent: Tia Smith 4011 Hubert Avenue Los Angeles, California 90008			<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars. 5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount. <input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries, or commissions (up to \$11,725*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier – 11 U.S.C. §507 (a)(4). <input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. §507 (a)(5). <input type="checkbox"/> Up to \$2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. §507 (a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. §507 (a)(8). <input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. §507 (a)(). Amount entitled to priority: \$ _____ <i>* Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.</i>
Telephone number: 323-384-4493 email: myfathersdiamond@msn.com			
Name and address where payment should be sent (if different from above): FILED JOINTLY WITH CASE NOS.: 12-12019; 12-12020; 12-12032; 12-12042			
Telephone number: email:			<input type="checkbox"/> Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.
1. Amount of Claim as of Date Case Filed: \$ <u>3,000,000.00</u> If all or part of the claim is secured, complete item 4. If all or part of the claim is entitled to priority, complete item 5.			
2. Basis for Claim: PREDATORY LENDING, WRONGFUL FORECLOSURE (See instruction #2)			
3. Last four digits of any number by which creditor identifies debtor: <u>9130</u>	3a. Debtor may have scheduled account as: (See instruction #3a)	3b. Uniform Claim Identifier (optional): (See instruction #3b)	
4. Secured Claim (See instruction #4) Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: Value of Property: \$ _____ Annual Interest Rate _____ % <input type="checkbox"/> Fixed <input type="checkbox"/> Variable (when case was filed) Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any: \$ _____ Basis for perfection: _____ Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____			<input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. §507 (a)(). Amount entitled to priority: \$ _____ <i>* Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.</i>
6. Claim Pursuant to 11 U.S.C. § 503(b)(9): Indicate the amount of your claim arising from the value of any goods received by the Debtor within 20 days before May 14, 2012, the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim. \$ _____ (See instruction #6)			
7. Credits. The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #7)			
8. Documents: Attached are redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. If the claim is secured, box 4 has been completed, and redacted copies of documents providing evidence of perfection of a security interest are attached. (See instruction #8, and the definition of "redacted".) DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain: COMPLAINT IS VOLUMINOUS; SEE ATTACHED FACE PAGE			<input type="checkbox"/> I am the creditor. <input type="checkbox"/> I am the creditor's authorized agent. <input type="checkbox"/> I am the trustee, or the debtor, or their authorized agent. <input type="checkbox"/> I am a guarantor, surety, indorser, or other codebtor. (Attach copy of power of attorney, if any.) (See Bankruptcy Rule 3004.) (See Bankruptcy Rule 3005.)
9. Signature: (See instruction #9) Check the appropriate box. <input checked="" type="checkbox"/> I am the creditor. <input type="checkbox"/> I am the creditor's authorized agent. <input type="checkbox"/> I am the trustee, or the debtor, or their authorized agent. <input type="checkbox"/> I am a guarantor, surety, indorser, or other codebtor. (Attach copy of power of attorney, if any.) (See Bankruptcy Rule 3004.) (See Bankruptcy Rule 3005.)			
I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief. Print Name: Tia Smith Title: _____ Company: _____ Address and telephone number (if different from notice address above): _____ Telephone number: _____			
Penalty for presenting fraudulent claim: Fine of up to \$500,000			<div style="border: 1px solid black; padding: 5px; margin: 0 auto; width: 100px;"> RECEIVED NOV 09 2012 KURTZMAN CARSON CONSULTANTS COURT USE ONLY </div>



121205212110900000000004

1 TIA SMITH
2 4011 Hubert Avenue
3 Los Angeles, CA 90008
4 (323) 384-4493
5 FAX (323) 295-0517
6 *Plaintiff in Pro Per*

7 SUPERIOR COURT OF THE STATE OF CALIFORNIA
8 COUNTY OF LOS ANGELES

9 TIA SMITH

10 Plaintiff,

11 vs.

12 AMERICAN MORTGAGE NETWORK,
13 INC., RESIDENTIAL FUNDING
14 COMPANY, WALMAR FINANCIAL
15 GROUP, AURORA BANK FSB, CAL-
16 WESTERN RECONVEYANCE
17 CORPORATION, HOMECOMINGS
18 FINANCIAL, GMAC, RESIDENTIAL
19 ACCREDIT LOANS, INC., DEUTSCHE
20 BANK TRUST COMPANY AMERICAS
as INDENTURED TRUSTEE for RALI
2007-Q01, FIRST AMERICAN TITLE
INSURANCE COMPANY AND
DOES 1-20, inclusive

21 Defendants.

Case No.: BC465542
(Assigned For All Purposes to
Hon. John L. Segal)

**SECOND AMENDED COMPLAINT
[JURY TRIAL DEMANDED]**

1. BREACH OF CONTRACT;
2. BREACH OF IMPLIED COVENANT OF GOOD AND FAIR DEALING;
3. BREACH OF FIDUCIARY DUTY;
4. DECEPTIVE BUSINESS PRACTICES;
5. FRAUDULENT CONCEALMENT;
6. FRAUDULENT OMISSIONS;
7. INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS;
8. INTENTIONAL MISREPRESENTATION;
9. NEGLIGENCE;
10. NEGLIGENT MISREPRESENTATION;
11. QUIET TITLE
12. SLANDER OF TITLE;
13. TRESPASS ON CONTRACT;
14. UNCONSCIONABILITY;
15. UNJUST ENRICHMENT;
16. WRONGFUL CONVERSION OF REAL PROPERTY;
17. WRONGFUL FORECLOSURE;
18. VIOLATION OF BUSINESS AND PROFESIONS CODE §17200;
19. VIOLATION OF CALIFORNIA CODE §1788.17;
20. VIOLATION OF TILA;

21. VIOLATION OF RESPA;
22. VIOLATION OF CALIFORNIA
MORTGAGE LENDING ACT
CALIFORNIA FINANCIAL CODE
SECTION 50000;
23. VIOLATION OF CALIFORNIA CIVIL
CODE SECTION 1916.7 (10);
24. VIOLATION OF EQUAL CREDIT
OPPORTUNITY ACT;
25. VIOLATION OF CA CIV. CODE §1572;
26. VIOLATION OF CALIFORNIA CIVIL
CODE SECTION 2923.5;
27. VIOLATION OF CALIFORNIA CIVIL
CODE SECTION 2923.6;
28. RESCISSION;
29. INJUNCTIVE RELIEF;
30. DECLARATORY RELIEF

Filed Jointly with :

Residential Funding Company

12-12019

Homecomings Financial LLC

12-12042

Gmac Mortgage LLC

12-12032

Exhibit S

02/11/08

TIA DANIELLE SMITH

4011 HUBERT AVENUE

LOS ANGELES CA 90008-2621

RE: Account Number [REDACTED] 5654

Property Address 4011 HUBERT AVENUE

LOS ANGELES CA 90008-2621

Dear TIA DANIELLE SMITH

Disclosure: If you are already working with the Loss Mitigation department on a special forbearance or other foreclosure prevention alternatives, this letter does not apply to you. However, you may want to take advantage of the Homeownership Counseling information contained within this letter.

Your account is in default under the terms of the mortgage. The mortgage payments of \$ 3837.74 for the months of 01/01/08 through 02/01/08, are past due. If you have already mailed these payments, please accept our thanks.

Due to the unresolved delinquency on your account, you may be experiencing temporary or permanent financial problems that led to the default. Your account could soon be referred to foreclosure if the default is not resolved. We would like to discuss possible loss mitigation options, which may be available to you to resolve the delinquency and avoid foreclosure. A brief description of these options follows.

If you have experienced a temporary loss of income or increase in expenses and now have sufficient income to make increased payments, we may be able to work out a REPAYMENT PLAN.

LOAN MODIFICATION: A loan modification capitalizes delinquent payments into the unpaid principal balance. This may be completed if you are unable to make temporary increased monthly payments, yet can still afford your mortgage payments.

02/11/08

Account Number [REDACTED] 5654

Page Two

SHORT SALE: The investor may accept less than a full payoff when the value of your property has declined. You must list the property at fair market value and forward any offers, along with estimated closing costs, to our company. The acceptance of the offer is subject to investor approval. You may be required to contribute to reduce the total loss.

DEED IN LIEU OF FORECLOSURE: A deed in lieu voluntarily gives back the Deed to the lender to satisfy the debt and avoid foreclosure. You must have tried to sell the property for 90 days at fair market value.

The collection activity will not stop and the monthly mortgage payments are still due while we evaluate your financial situation. Not all options may be available to you and we cannot guarantee you will qualify for any of the loss mitigation options.

In order to be considered for any of these loss mitigation options, you may be required to provide us with financial information. Please contact us at 800-799-9250 to discuss any of these loss mitigation options. For your information, you may contact a HUD Counseling Agent at 1-800-569-4287. Toll free TDD number for the HUD Counseling Agency is 1-800-877-8339.

NOTICE - This is an attempt to collect a debt and any information obtained will be used for that purpose. If your debt has been discharged in bankruptcy, our rights are being exercised against the collateral for the above-referenced loan, not as a personal liability.

PLEASE DO NOT SEND US MEDICAL INFORMATION.

As required by law, we are prohibited from obtaining or using medical information (e.g., diagnosis, treatment or prognosis) in connection with your eligibility, or continued eligibility, for credit. We will not use it when evaluating your request, and it will not be retained.

Collection Department

Loan Servicing

5014

Exhibit T

03/03/08

TIA DANIELLE SMITH

4011 HUBERT AVENUE

LOS ANGELES CA 90008-2621

RE: Account Number [REDACTED] 5654

Property Address 4011 HUBERT AVENUE

LOS ANGELES CA 90008-2621

Dear TIA DANIELLE SMITH

Our records indicate the above-referenced mortgage loan is in default.

Your account is due for 01/01/08, and succeeding payments. This is a demand for payment of the total amount due and owing as of the date of this letter, which is as follows:

Payments \$ 6188.34

Late Charges \$ 398.14

Fees, Costs, and other amounts accrued

to date \$ 0.00

Suspense \$ 0.00

Total Amount Due \$ 6586.48

You may cure the default by paying the total amount due, indicated above, within thirty (30) days from the date of this letter. You are also responsible for paying any additional payments, fees, and charges that become due during this 30-day period. Payments must be made in certified funds or cashier's check. If funds tendered are not honored for any reason, the default will not be cured. Our acceptance of any funds less than the total amount due shall not constitute a waiver of our rights and/or remedies under the loan documents or applicable law.

(continued on back)

03/03/08

Account Number [REDACTED] 5654

Page Two

You are hereby notified your credit rating may be adversely affected if you fail to fulfill the terms of your credit obligations. You are also notified we may visit the above-referenced property from time to time to determine its condition and occupancy status, the costs of which you will be responsible for.

Unless we receive full payment of all past-due amounts, we will accelerate the maturity of the loan, declare the obligation due and payable without further demand, and begin foreclosure proceedings. This could result in the loss of your property. You have the right to assert or defend the non-existence of a default and you may have other rights under state law.

Once in foreclosure, you have the right to reinstate your account up to five days prior to the foreclosure sale of the property if: 1) you pay the total amount due plus any fees, costs and other amounts accrued through the reinstatement date, and 2) you take any other action reasonably required by us to assure the security of the property, as well as your obligations under the loan documents continue in full force and effect.

HUD-approved counseling is available on FHA guaranteed loans by calling 800-569-4287. If you would like to discuss any matter contained in this notice, we encourage you to contact our loan counselors immediately at 800-799-9250.

Collection Department

Loan Servicing

Notice - This is an attempt to collect a debt and any information obtained will be used for that purpose. If your debt has been discharged in bankruptcy, our rights are being exercised against the collateral for the above-referenced loan, not as a personal liability.

5020

Exhibit U

NOTICE SENT TO:

Smith, Tia
4011 Hubert Avenue
Los Angeles

CA 90008

ORIGINAL FILED

FILE STAMP

JUL 19 2011

**LOS ANGELES
SUPERIOR COURT**

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

TIA SMITH

Plaintiff(s),

VS.

MORTGAGE ELECTRONIC REGISTRATION SYSTEM
Defendant(s).

CASE NUMBER

BC465542

**NOTICE OF CASE
MANAGEMENT CONFERENCE**

TO THE PLAINTIFF(S)/ATTORNEY(S) FOR PLAINTIFF(S) OF RECORD:

You are ordered to serve this notice of hearing on all parties/attorneys of record forthwith, and meet and confer with all parties/attorneys of record about the matters to be discussed no later than 30 days before the Case Management Conference.

Your Case Management Conference has been scheduled for November 14, 2011 at 8:30 am in Dept. 50
at 111 North Hill Street, Los Angeles, California 90012.

**NOTICE TO DEFENDANT: THE SETTING OF THE CASE MANAGEMENT CONFERENCE DOES NOT EXEMPT THE
DEFENDANT FROM FILING A RESPONSIVE PLEADING AS REQUIRED BY LAW.**

Pursuant to California Rules of Court, rules 3.720-3.730, a completed Case Management Statement (Judicial Council form # CM-110) must be filed at least 15 calendar days prior to the Case Management Conference. The Case Management Statement may be filed jointly by all parties/attorneys of record or individually by each party/attorney of record. You must be familiar with the case and be fully prepared to participate effectively in the Case Management Conference.

At the Case Management Conference, the Court may make pretrial orders including the following, but not limited to, an order establishing a discovery schedule; an order referring the case to Alternative Dispute Resolution (ADR); an order reclassifying the case; an order setting subsequent conference and the trial date; or other orders to achieve the goals of the Trial Court Delay Reduction Act (Gov. Code, section 68600 et seq.)

Notice is hereby given that if you do not file the Case Management Statement or appear and effectively participate at the Case Management Conference, the Court may impose sanctions pursuant to LASC Local Rule 7.13, Code of Civil Procedure sections 177.5, 575.2, 583.150, 583.360 and 583.410, Government Code Section 68608 (b), and California Rules of Court 2.2 et seq.

JOHN SHEPARD WILEY JR.

Date: July 19, 2011

Judicial Officer

CERTIFICATE OF SERVICE

I, the below named Executive Officer/Clerk of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served the Notice of Case Management Conference upon each party or counsel named above:

☒ by depositing in the United States mail at the courthouse in Los Angeles, California, one copy of the original filed herein in a separate sealed envelope to each address as shown above with postage thereon fully prepaid.

☐ by personally giving the party notice upon filing the complaint.

Date: July 19, 2011

John A. Clarke, Executive Officer/Clerk

by **TERESA A. BIVINS**, Deputy Clerk

168075

BC 465542

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
NOTICE OF CASE ASSIGNMENT - UNLIMITED CIVIL CASE
Case Number _____

THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT

Your case is assigned for all purposes to the judicial officer indicated below (Local Rule 7.3C). There is additional information on the reverse side of this form.

ASSIGNED JUDGE	DEPT	ROOM	ASSIGNED JUDGE	DEPT	ROOM
Hon. Carolyn B. Kuhl	1	534	Hon. Holly E. Kendig	42	416
Hon. J. Stephen Czuleger	3	224	Hon. Mel Red Recana	45	529
Hon. Luis A. Lavin	13	630	Hon. Debre Katz Weintraub	47	507
Hon. Terry A. Green	14	300	Hon. Elizabeth Allen White	48	506
Hon. Richard Fruin	15	307	Hon. Deirdre Hill	49	509
Hon. Rita Miller	16	306	Hon. John Shepard Wiley Jr.	50	508
Hon. Richard E. Rico	17	309	Hon. Abraham Khan	51	511
Hon. Rex Heeseman	19	311	Hon. Susan Bryant-Deason	52	510
Hon. Kevin C. Brazile	20	310	Hon. John P. Shook	53	513
Hon. Zaven V. Sinanian	23	315	Hon. Ernest M. Hiroshige	54	512
Hon. Robert L. Hess	24	314	Hon. Malcolm H. Mackey	55	515
Hon. Mary Ann Murphy	25	317	Hon. Michael Johnson	56	514
Hon. James R. Dunn	26	316	Hon. Ralph W. Dau	57	517
Hon. Yvette M. Palazuelos	28	318	Hon. Rolf M. Treu	58	516
Hon. <i>Barbara Schepers</i>	30	400	Hon. David L. Minning	61	632
Hon. Alan S. Rosenfield	31	407	Hon. Michael L. Stern	62	600
Hon. Mary H. Strobel	32	406	Hon. Kenneth R. Freeman	64	601
Hon. Charles F. Palmer	33	409	Hon. Mark Mooney	68	617
Hon. Amy D. Hogue	34	408	Hon. Ramona See	69	621
Hon. Daniel Buckley	35	411	Hon. Soussan G. Bruguera	71	729
Hon. Gregory Alarcon	36	410	Hon. Ruth Ann Kwan	72	731
Hon. Joanne O'Donnell	37	413	Hon. Teresa Sanchez-Gordon	74	735
Hon. Maureen Duffy-Lewis	38	412	Hon. William F. Fahey	78	730
Hon. Michael C. Solner	39	415	Hon. Emilie H. Elias*	324	CCW
Hon. Michelle R. Rosenblatt	40	414	other		
Hon. Ronald M. Sohigian	41	417			

***Class Actions**

All class actions are initially assigned to Judge Emilie H. Elias in Department 324 of the Central Civil West Courthouse (600 S. Commonwealth Ave., Los Angeles 90005). This assignment is for the purpose of assessing whether or not the case is complex within the meaning of California Rules of Court, rule 3.400. Depending on the Outcome of that assessment, the class action case may be reassigned to one of the judges of the Complex Litigation Program or reassigned randomly to a court in the Central District.

Given to the Plaintiff/Cross-Complainant/Attorney of Record on _____ By JOHN A. CLARKE, Executive Officer/Clerk
Deputy Clerk

INSTRUCTIONS FOR HANDLING UNLIMITED CIVIL CASES

The following critical provisions of the Chapter Seven Rules, as applicable in the Central District, are summarized for your assistance.

APPLICATION

The Chapter Seven Rules were effective January 1, 1994. They apply to all general civil cases.

PRIORITY OVER OTHER RULES

The Chapter Seven Rules shall have priority over all other Local Rules to the extent the others are inconsistent.

CHALLENGE TO ASSIGNED JUDGE

A challenge under Code of Civil Procedure section 170.6 must be made within 15 days after notice of assignment for all purposes to a judge, or if a party has not yet appeared, within 15 days of the first appearance.

TIME STANDARDS

Cases assigned to the Individual Calendaring Court will be subject to processing under the following time standards:

COMPLAINTS: All complaints shall be served within 60 days of filing and proof of service shall be filed within 90 days of filing.

CROSS-COMPLAINTS: Without leave of court first being obtained, no cross-complaint may be filed by any party after their answer is filed. Cross-complaints shall be served within 30 days of the filing date and a proof of service filed within 60 days of the filing date.

A Status Conference will be scheduled by the assigned Independent Calendar Judge no later than 270 days after the filing of the complaint. Counsel must be fully prepared to discuss the following issues: alternative dispute resolution, bifurcation, settlement, trial date, and expert witnesses.

FINAL STATUS CONFERENCE

The Court will require the parties at a status conference not more than 10 days before the trial to have timely filed and served all motions in limine, bifurcation motions, statements of major evidentiary issues, dispositive motions, requested jury instructions, and special jury instructions and special jury verdicts. These matters may be heard and resolved at this conference. At least 5 days before this conference, counsel must also have exchanged lists of exhibits and witnesses and have submitted to the court a brief statement of the case to be read to the jury panel as required by Chapter Eight of the Los Angeles Superior Court Rules.

SANCTIONS

The court will impose appropriate sanctions for the failure or refusal to comply with Chapter Seven Rules, orders made by the Court, and time standards or deadlines established by the Court or by the Chapter Seven Rules. Such sanctions may be on a party or if appropriate on counsel for the party.

This is not a complete delineation of the Chapter Seven Rules, and adherence only to the above provisions is therefore not a guarantee against the imposition of sanctions under Trial Court Delay Reduction. Careful reading and compliance with the actual Chapter Rules is absolutely imperative.

LOS ANGELES SUPERIOR COURT ADR PROGRAMS

CIVIL:

- **Civil Action Mediation** (Governed by Code of Civil Procedure (CCP) sections 1775-1775.15, California Rules of Court, rules 3.850-3.868 and 3.870-3.878, Evidence Code sections 1115-1128, and Los Angeles Superior Court Rules, chapter 12.)
- **Retired Judge Settlement Conference**
- **Neutral Evaluation** (Governed by Los Angeles Superior Court Rules, chapter 12.)
- **Judicial Arbitration** (Governed by Code of Civil Procedure sections 1141.10-1141.31, California Rules of Court, rules 3.810-3.830, and Los Angeles Superior Court Rules, chapter 12.)
- **Eminent Domain Mediation** (Governed by Code of Civil Procedure section 1250.420.)
- **Civil Harassment Mediation**
- **Small Claims Mediation**

FAMILY LAW (non-custody):

- **Mediation**
- **Forensic Certified Public Accountant (CPA) Settlement Conference**
- **Settlement Conference**
- **Nonbinding Arbitration** (Governed by Family Code section 2554.)

PROBATE:

- **Mediation**
- **Settlement Conference**

NEUTRAL SELECTION

Parties may select a mediator, neutral evaluator, or arbitrator from the Court Party Select Panel or may hire someone privately, at their discretion. If the parties utilize the Random Select Mediation or Arbitration Panel, the parties will be assigned on a random basis the name of one neutral who meets the case criteria entered on the court's website.

COURT ADR PANELS

- Party Select Panel** The Party Select Panel consists of mediators, neutral evaluators, and arbitrators who have achieved a specified level of experience in court-connected cases. The parties (collectively) may be charged \$150.00 per hour for the first three hours of hearing time. Thereafter, the parties may be charged for additional hearing time on an hourly basis at rates established by the neutral if the parties consent in writing.
- Random Select Panel** The Random Select Panel consists of trained mediators, neutral evaluators, and arbitrators who have not yet gained the experience to qualify for the Party Select Panel, as well as experienced neutrals who make themselves available pro bono as a way of supporting the judicial system. It is the policy of the Court that all Random Select Panel volunteer mediators, neutral evaluators, and arbitrators provide three hours hearing time per case. Thereafter, the parties may be charged for additional hearing time on an hourly basis at rates established by the neutral if the parties consent in writing.
- Private Neutral** The market rate for private neutrals can range from \$300-\$1,000 per hour.

ADR ASSISTANCE

For assistance regarding ADR, please contact the ADR clerk at the courthouse in which your case was filed.

Antoniovich	42011 4th St. West	None	Lancaster, CA 93534	(881)974-7275	(881)974-7080
Chatsworth	9425 Penfield Ave.	1200	Chatsworth, CA 91311	(818)576-8566	(818)576-8687
Compton	200 W. Compton Blvd.	1002	Compton, CA 90220	(310)803-3072	(310)223-0337
Glendale	800 E. Broadway	273	Glendale, CA 91208	(818)500-3160	(818)548-5470
Long Beach	415 W. Ocean Blvd.	318	Long Beach, CA 90802	(562)491-8272	(562)437-3802
Norwalk	12720 Norwalk Blvd.	308	Norwalk, CA 90650	(562)807-7243	(562)462-9019
Pasadena	300 E. Walnut St.	109	Pasadena, CA 91101	(626)358-6665	(626)688-1774
Pomona	400 Civic Center Plaza	108	Pomona, CA 91768	(909)820-3183	(909)820-8283
San Pedro	505 S. Centre	209	San Pedro, CA 90731	(310)519-5151	(310)514-0314
Santa Monica	1725 Main St.	203	Santa Monica, CA 90401	(310)280-1828	(310)319-6130
Stanley Mosk	111 N. Hill St.	113	Los Angeles, CA 90012	(213)974-6426	(213)833-5115
Torrance	825 Maple Ave.	100	Torrance, CA 90503	(310)222-1701	(310)782-7328
Van Nuys	6230 Sylmar Ave.	418	Van Nuys, CA 91401	(818)374-2337	(818)902-2440

Partially Funded by the Los Angeles County Dispute Resolution Program

A complete list of the County Dispute Resolution Programs is available online and upon request in the Clerk's Office

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION PACKAGE**

[CRC 3.221 Information about Alternative Dispute Resolution]

For additional ADR information and forms visit the Court ADR web application at www.lasuperiorcourt.org (click on ADR).

The plaintiff shall serve a copy of this Information Package on each defendant along with the complaint (Civil only).

What is ADR:

Alternative Dispute Resolution (ADR) is the term used to describe all the other options available for settling a dispute which once had to be settled in court. ADR processes, such as arbitration, mediation, neutral evaluation (NE), and settlement conferences, are less formal than a court process and provide opportunities for parties to reach an agreement using a problem-solving approach.

There are many different kinds of ADR. All of them utilize a "neutral", an impartial person, to decide the case or help the parties reach an agreement.

Mediation:

In mediation, a neutral person called a "mediator" helps the parties try to reach a mutually acceptable resolution of the dispute. The mediator does not decide the dispute but helps the parties communicate so they can try to settle the dispute themselves. Mediation leaves control of the outcome with the parties.

Cases for Which Mediation May Be Appropriate

Mediation may be particularly useful when parties have a dispute between or among family members, neighbors, or business partners. Mediation is also effective when emotions are getting in the way of resolution. An effective mediator can hear the parties out and help them communicate with each other in an effective and nondestructive manner.

Cases for Which Mediation May Not Be Appropriate

Mediation may not be effective if one of the parties is unwilling to cooperate or compromise. Mediation also may not be effective if one of the parties has a significant advantage in power over the other. Therefore, it may not be a good choice if the parties have a history of abuse or victimization.

Arbitration:

In arbitration, a neutral person called an "arbitrator" hears arguments and evidence from each side and then decides the outcome of the dispute. Arbitration is less formal than a trial, and the rules of evidence are often relaxed. Arbitration may be either "binding" or "nonbinding." *Binding arbitration* means that the parties waive their right to a trial and agree to accept the arbitrator's decision as final. *Nonbinding arbitration* means that the parties are free to request a trial if they do not accept the arbitrator's decision.

Cases for Which Arbitration May Be Appropriate

Arbitration is best for cases where the parties want another person to decide the outcome of their dispute for them but would like to avoid the formality, time, and expense of a trial. It may also be appropriate for complex matters where the parties want a decision-maker who has training or experience in the subject matter of the dispute.

Cases for Which Arbitration May Not Be Appropriate

If parties want to retain control over how their dispute is resolved, arbitration, particularly binding arbitration, is not appropriate. In binding arbitration, the parties generally cannot appeal the arbitrator's award, even if it is not supported by the evidence or the law. Even in nonbinding arbitration, if a party requests a trial and does not receive a more favorable result at trial than in arbitration, there may be penalties.

Neutral Evaluation:

In neutral evaluation, each party gets a chance to present the case to a neutral person called an "evaluator." The evaluator then gives an opinion on the strengths and weaknesses of each party's evidence and arguments and about how the dispute could be resolved. The evaluator is often an expert in the subject matter of the dispute. Although the evaluator's opinion is not binding, the parties typically use it as a basis for trying to negotiate a resolution of the dispute.

Cases for Which Neutral Evaluation May Be Appropriate

Neutral evaluation may be most appropriate in cases in which there are technical issues that require special expertise to resolve or the only significant issue in the case is the amount of damages.

Cases for Which Neutral Evaluation May Not Be Appropriate

Neutral evaluation may not be appropriate when there are significant personal or emotional barriers to resolving the dispute.

Settlement Conferences:

Settlement conferences may be either mandatory or voluntary. In both types of settlement conferences, the parties and their attorneys meet with a judge or a neutral person called a "settlement officer" to discuss possible settlement of their dispute. The judge or settlement officer does not make a decision in the case but assists the parties in evaluating the strengths and weaknesses of the case and in negotiating a settlement. Settlement conferences are appropriate in any case where settlement is an option. Mandatory settlement conferences are often held close to the date a case is set for trial.

SUMMONS**(CITACION JUDICIAL)**

NOTICE TO DEFENDANT: AMERICAN MORTGAGE NETWORK, INC.,
 (AVISO AL DEMANDADO): RESIDENTIAL FUNDING COMPANY, WALMAR
 FINANCIAL GROUP, AURORA BANK, FSB,
 CALWESTERN RECONVEYANCE CORPORATION, HOMECOMINGS
 FINANCIAL, GMAC, RESIDENTIAL ACCREDIT LOANS INC, DEUTSCHE
 BANK TRUST COMPANY AMERICAS AS INDENTURED TRUSTEE FOR RALI 2007-001,
 YOU ARE BEING SUED BY PLAINTIFF: FIRST AMERICAN TITLE INSURANCE
 (LO ESTÁ DEMANDANDO EL DEMANDANTE): COMPANY AND DES FLYING

TIA SMITH,
 PLAINTIFF

FOR COURT USE ONLY
 (SOLO PARA USO DE LA CORTE)

CONFORMED COPY
 ORIGINAL FILED
 SUPERIOR COURT OF CALIFORNIA
 COUNTY OF LOS ANGELES

AUG 22 2011

John A. Clarke, Executive Clerk
 Mary Flores, Deputy

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is: **STANLEY MOSK**
 (El nombre y dirección de la corte es):

LOS ANGELES SUPERIOR COURT

111 NORTH HILL STREET, LOS ANGELES, CALIFORNIA 90012

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

TIA SMITH, in pro per, 4011 HUBERT AVENUE, LOS ANGELES, CALIFORNIA 90008 (323) 384-4493

DATE:

(Fecha) **AUGUST 22, 2011**

JOHN A. CLARKE Clerk

(Secretario)

Mary Flores

Deputy

(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

(SEAL)

NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
 2. ☐ as the person sued under the fictitious name of (specify):

3. ☐ on behalf of (specify):

- under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other (specify):

4. ☐ by personal delivery on (date):

TIA SMITH
4011 Hubert Avenue
Los Angeles, CA 90008
(323) 384-4493
FAX (323) 295-0517

Plaintiff, In Pro Per

CONFORMED COPY
ORIGINAL FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

OCT 22 2011

CLERK, EXECUTIVE DEPUTY CLERK
Mary Flores Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

TIA SMITH

Plaintiff,

vs.

AMERICAN MORTGAGE NETWORK,
INC., RESIDENTIAL FUNDING
COMPANY, WALMAR FINANCIAL
GROUP, AURORA BANK FSB, CAL-
WESTERN RECONVEYANCE
CORPORATION, HOMECOMINGS
FINANCIAL, GMAC, RESIDENTIAL
ACCREDIT LOANS, INC., DEUTSCHE
BANK TRUST COMPANY AMERICAS
as INDENTURED TRUSTEE for RALI
2007-Q01, FIRST AMERICAN TITLE
INSURANCE COMPANY AND
DOES 1-20, inclusive

Defendants.

Case No.: BC465542
Assigned to Dept: 50

AMENDED VERIFIED COMPLAINT
FOR DECLARATORY RELIEF AND
INJUNCTIVE RELIEF FOR
ENFORCEMENT OF RESCISSION AND
CANCELLATION OF FORECLOSURE :

1. VIOLATION OF TILA;
2. VIOLATION OF CALIFORNIA
MORTGAGE LENDING ACT,
CALIFORNIA FINANCIAL CODE
SECTION 50000;
3. VIOLATION OF CALIFORNIA CIVIL
CODE SECTION 1916.7 (10);
4. VIOLATION OF EQUAL CREDIT
OPPORTUNITY ACT;
5. VIOLATION OF RESPA;
6. VIOLATION OF BUSINESS AND
PROFESIONS CODE §17200;
7. VIOLATION OF CA CIV. CODE §1572;
8. INTENTIONAL MISREPRESENTATION;
9. FRAUDULENT CONCEALMENT;
10. NEGLIGENT MISREPRESENTATION;
11. BREACH OF CONTRACT;
12. BREACH OF IMPLIED COVENANT OF
GOOD AND FAIR DEALING;
13. BREACH OF FIDUCIARY DUTY;
14. FRAUDULENT OMISSIONS;

RECEIVED

OCT 3 2011

By: MPLS SOP DEPT

(via Inter Office Mail from
FTW Pitney Bowes)

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- 15. UNCONSCIONABILITY;
 - 16. RESCISSION;
 - 17. NEGLIGENCE (FIRST AMERICAN);
 - 18. BREACH OF FIDUCIARY DUTY (FIRST AMERICAN);
 - 19. VIOLATION OF CALIFORNIA CIVIL CODE SECTION 2923.5;
 - 20. VIOLATION OF CALIFORNIA CIVIL CODE SECTION 2923.6;
 - 21. DECEPTIVE BUSINESS PRACTICES;
 - 22. NEGLIGENCE;
 - 23. SLANDER OF TITLE;
 - 24. TRESPASS ON CONTRACT;
 - 25. WRONGFUL CONVERSION OF REAL PROPERTY;
 - 26. WRONGFUL FORECLOSURE;
 - 27. VIOLATION OF CALIFORNIA CODE § 1788.17;
 - 28. INTENTIONAL INFLECTION OF EMOTIONAL DISTRESS;
 - 29. UNJUST ENRICHMENT;
 - 30. INJUNCTIVE RELIEF;
 - 31. QUIET TITLE

COMES NOW, Plaintiff, TIA SMITH in this court of record and for causes of action against the above-named Defendants, in this matter before the Bench, it becomes placidly clear that several fatal errors and deceptive actions have occurred throughout the life of the Subject Loan process causing a cloud on Plaintiff's title resulting from ineffective non-judicial foreclosure proceedings, misconduct and malfeasance. Plaintiff hereby complains and allege as follows:

JURISDICTION AND VENUE

- 1
2 1. This Court has subject matter jurisdiction based upon federal question under 20
3 U.S.C. Section 1331 and 1367, 18 U.S.C. Section 1964 (c) and 15 U.S.C. Section
4 1640(e). This is an action asserting violations of federal statutes commonly known
5 as TILA, RESPA with additional claims under California law. These claims all
6 arise out of the same controversy and sequence of events
- 7 2. Venue is proper in this Court pursuant to 28 U.S.C. Section 1391(b) (2) because
8 all, or a substantial part, of the events giving rise to the claims asserted herein
9 occurred in this judicial district.
- 10 3. This Court has personal jurisdiction over the parties because all of the
11 Defendants engage in business within the State of California, County of Los
12 Angeles, and thus have sufficient contacts.
- 13 4. Jurisdiction of this Court for the pendent State claims is authorized by Federal
14 Rule of Civil Procedure, Rule 18(a).
- 15 5. The term "TILA" means the Truth in Lending Act, 15 U.S. C. Sections 1601-
16 1666j, as amended. TILA, which took effect on July 1, 1969, is intended to
17 promote the informed use of consumer credit by requiring creditors to disclose
18 credit terms and costs, requiring additional disclosures for loans secured by
19 consumer's homes, and permitting consumers to rescind certain transactions that
20 involve their principal dwellings.
- 21 6. The terms "amount financed," "annual percentage rate," "consumer," "consumer
22 credit," "consummation," "credit," "creditor," "dwelling," "finance charge,"
23 "mortgage," "open-end credit," "payment schedule," "points and fees," "residential
24 mortgage transaction," "reverse mortgage transaction," "security interest," and
25 "total of payment" are defined as set forth in Sections 103 and 128 of TILA, 15
26 U.S.C. Sections 1602 and 1638, and
27 Sections 226.2, 226.4, 226.18, 226.22, 226.32, and 226.33 of Regulation Z, 12
28 C.F.R. Sections 226.2, 226.4, 226.18, 226.22, 226.32 and 226.33.
7. The term "Regulation Z" means the regulation the FRB promulgated to
implement TILA and HOEPA, 12 C.F.R. 226, as amended. The term also includes
the FRB Official Staff Commentary on Regulation Z, 12 C.F.R. 226, Supp. 1, as
amended.

1 8. In the course of offering and extending credit to consumers, Defendants have
2 failed to provide material information required to be disclosed by TILA; included
3 loan terms prohibited by TILA, and engaged in unfair or deceptive acts or
4 practices.

5 INTRODUCTION

6 9. On December 2, 2006, Plaintiff executed a note, a deed of trust and other
7 related documents to borrow \$556,000.00, secured by the subject property
8 (hereinafter the "Subject Loan"). Plaintiff also executed a Second Promissory Note
9 and a Second deed of trust (hereinafter "HELOC") as security interest on the
10 Subject Property. At closing, Plaintiff signed a "First Deed of Trust", First
11 Promissory Note, "Second Deed of Trust" and a Second Promissory Note naming
12 AMERICAN MORTGAGE NETWORK, INC. ("AMN") as the lender, and that
13 Notes were separated from the deeds of trust after the execution by Plaintiff of
14 those documents, with the Notes being transferred to investors whose money had
15 funded the loan taken out by the Plaintiff/Trustor. AURORA BANK FSB f/k/a
16 AURORA LOAN SERVICES, LLC ("AURORA") furnished none of the funding
17 for the subject loan but, have trespassed on Plaintiffs' property with illegal
18 foreclosure action. Simultaneously with or immediately after the loan was taken
19 out by the Plaintiff, the obligation reflected by the Note was satisfied by monies
20 provided by the investors who then would have obtained ownership of and right to
21 payment under the terms of the "First" Note. These investors are the only parties
22 to whom an obligation arose after the loan was securitized, and are the only proper
23 parties to later declare a default and to have a right to direct a sale if the Plaintiff
24 did not make payments as required under the terms of the Note.
25
26
27
28

1 10. The Note that had been executed with the Deed of Trust by the Plaintiff was
2 separated from the Deed of Trust in that the note became part of a pool of
3 mortgages and lost its individual identity as a Note between a lender and borrower,
4 but instead merged with the other Notes as a total obligation due to the investors.

5 11. Mortgage Electronic Registration Systems, Inc. (hereinafter "MERS") was
6 created in relation to the MERS system with the specific intent that MERS would
7 be named the beneficiary and/or as the nominee of the lender on the Deed of Trust
8 which Plaintiff was induced into signing. However, MERS was not a nominee for
9 the lender, because the lender was an investor who had provided the funds for the
10 loan. This fact was known to MERS and the purported lender and the subsequent
11 assignee of any and all rights purported to have been assigned by MERS at the
12 time the Note and Deed of Trust was signed by the Plaintiff and at the time of each
13 and every such later purported assignment by MERS of any interest in the Note
14 and Deed of Trust.
15

16
17 12. The foreclosure complained of herein was initiated against Plaintiff by
18 parties who have and had no standing to commence or maintain any foreclosure
19 proceeding, both by the express language of the Deed of Trust which required that
20 the beneficiary/party owed the obligation declare the default and direct the sale,
21 and by the laws governing the commencement and advancement of foreclosure
22 proceedings which require the trust beneficiary to declare such default and direct
23 such sale, and the fact that the foreclosure was automatically invalidated by the
24 collection and acceptance of forbearance payments for a loan modification amidst
25 the foreclosure proceeding. CAL-WESTERN is a complete stranger to the
26 purported loan transaction and AURORA did not fund the loan with any of its own
27 assets and are not owed any of the funds to be repaid by Plaintiff, and do not stand
28

1 to suffer any loss should they be enjoined from having to rescind the invalid
2 foreclosure on Plaintiffs' home.

3
4 13. The foreclosure on Plaintiffs' home complained of herein was initiated by
5 Defendants who had and have no lawful right to initiate, advance or maintain any
6 foreclosure action against her.

7
8 14. All Defendants knew or should have known that prior to the time that the
9 loan was taken out by Plaintiff which is at issue herein, was that the loan which
10 named MERS on the Deed of Trust was securitized or intended to be securitized
11 prior to the preparation of the Note and Deed of Trust reflecting the loan.
12 Defendants also knew or should have known that the scheme employed by their
13 predecessors involved in the origination, aggregation and securitization of
14 mortgage-backed loans originated from 2003 through 2008 and secured by real
15 property in the United States originated from 2003 through 2008 included financial
16 incentives which were designed to result in loans being written on terms which
17 were likely or certain to result in foreclosure, and that the scheme described herein
18 included financial incentives designed to motivate appraisers, mortgage brokers,
19 lenders, aggregator banks and securitizing banks to steer borrowers into loans they
20 could not afford and could not repay so that the loans would go into default and the
21 Defendants involved in servicing, aggregating and securitizing those loans could
22 make yet more profits from default, foreclosure and selling the properties after
23 foreclosure.
24

25
26 15. The financial incentives mentioned in the previous paragraph included
27 without limitation the hiring of appraisers who had financial incentive to appraise
28 properties at a value that would justify the loan requested, the payment to mortgage

1 brokers of higher fees for sub-prime and sub-prime loans than for prime loans and
2 the use of novel and unprecedented underwriting criteria such as stated income and
3 100% or more financing of the purchase price and the purchase of loans from
4 lenders by aggregators and servicers of loans at more than face value if the loans
5 were sub-prime or sub-prime and in particular if such loans also included an
6 adjustable interest rate and/or a pre-payment penalty. In the case of Plaintiff, the
7 loan was advanced based upon stated income. Also, in this case, it appears that the
8 equity in the home was used to secure a larger loan based upon the value of the
9 home when it was exaggerated by the market manipulated by the Defendants.

10
11 16. The Plaintiff has a Deed of Trust that states that the beneficiary and/or
12 beneficiary as the nominee of the lender is MERS, and the Plaintiff has been
13 declared in default by a party not entitled to declare the default. A party, with no
14 part of Plaintiff's contract, caused a Trustee with no standing, capacity or authority
15 to notice the obligor of the default and intent to sell under California law.

16
17 17. MERS does not have standing merely because it is the alleged beneficiary
18 under the Deed of Trust. It is not a beneficiary and, in any event, the mere fact that
19 an entity is a named beneficiary of a Deed of Trust is insufficient to enforce the
20 obligation. Since the Deed of Trust attempts to name MERS as both a beneficiary
21 and a nominee, MERS is not a true beneficiary with the rights to foreclose. The
22 Deed of Trust states as follows:

23
24 "MERS is a separate corporation that is acting solely as a nominee for
25 Lender and Lender's successors and assigns. MERS is the beneficiary under this
26 Security Instrument". And later it says "The beneficiary of this Security
27 Instrument is MERS (solely as nominee for Lender and Lenders successors and
28 assigns) and the successors and assigns of MERS".

1
2 18. However, the terms and conditions given to the members of MERS contradicted
3 the beneficiary status, MERS Terms and conditions: "MERS shall serve as
4 mortgagee of record with respect to all such mortgage loans solely as a nominee, in
5 an administrative capacity, for the beneficial owner or owners thereof from time to
6 time. MERS shall have no rights whatsoever to any payments made on account of
7 such mortgage loans, to any servicing rights related to such mortgage loans, or to
8 any mortgaged properties securing such mortgage loans. MERS agrees not to
9 assert any rights (other than rights specified in the Governing Documents) with
10 respect to such mortgage loans or mortgaged properties. References herein to
11 "mortgage(s)" and "mortgagee of record" shall include deed(s) of trust and
12 beneficiary under a Deed of Trust and any other form of security instrument under
13 applicable State law."
14

15 19. AURORA's predecessor's use of MERS created the method to defraud the
16 Trustor because MERS was not the holder of the Note and MERS was not a
17 transferee in possession who was entitled to the rights of a holder or had authority
18 under State law to act for the holder.
19

20
21 20. The entities that have given notice of foreclosure on the home of the Plaintiff
22 are not MERS and are not the Trustee named on the Deed of Trust and are not the
23 parties that funded the loan of the Plaintiff.
24

25 21. Per the Los Angeles County Recorder of Deeds there was an assignment
26 executed by Theodore Schultz (alleged robo-signer), as Vice-President of MERS,
27 also known as Vice-President of AURORA, recorded on December 31, 2009,
28 assigning its beneficial rights to AURORA, but MERS was not a true beneficiary.

1
2 22. Theodore Schultz has no authority to sign for MERS and MERS cannot
3 assign or execute any document within the chain of title.

4 23. MERS is defunct, had no standing and no authority to assign interest in the
5 Deed of Trust. Per the deposition of Mr. Huffman of MERS, MERS has no
6 employees, which means the assignment of the Deed of Trust signed by Theodore
7 Schultz in favor of AURORA is a fraud and a forgery and Theodore Schultz has
8 violated California Penal Code 115.5. (Exhibit "E").
9

10 24. THE ALLEGED TRUSTEE, CAL-WESTERN HAD NO AUTHORITY OR
11 CAPACITY TO EXECUTE THE NOTICE OF DEFAULT ON September 24,
12 2009.
13

14 25. Due to the LATE, DEFECTIVE, FAULTY, and FRAUDULENT
15 Substitution of Trustee to CAL-WESTERN, there is no validity of Substitution of
16 Trustee, which voids the Notice of Default. The Deed of Trust expressly reserves
17 the right to the Lender to cause the Trustee to execute written notice of the
18 occurrence of an event of default and of Lenders' election to cause the Property to
19 be sold. The Deed of Trust further provides that the Trustee shall give public
20 notice of sale to the persons and in the manner prescribed by applicable law.
21 These express provisions of the Deed of Trust are impossible to comply with
22 amidst the fraud.
23
24

25 26. Plaintiff acquired fee simple title by Quitclaim Deed recorded December 2,
26 2006 as Instrument No. 20062729009 (Exhibit #A).
27
28

1 27. On or about December 2, 2006, Plaintiff executed a Deed of Trust ("DOT"), a
2 true and correct copy of which is attached hereto as Exhibit "B", which was
3 recorded on December 8, 2006 as Instrument No. 20062729009 of the Official
4 Records in the office of the Recorder of Los Angeles County, California, naming
5 AMERICAN MORTGAGE NETWORK, INC., ("AMN") as the Lender, FIRST
6 AMERICAN TITLE INSURANCE COMPANY ("FIRST AMERICAN") as the
7 original Trustee and MORTGAGE ELECTRONIC REGISTRATION SYSTEMS,
8 INC. ("MERS"), was the original beneficiary for the amount of \$556,000.00.

9
10 28. The Deed of Trust was secured by the real property located at 4011 Hubert
11 Avenue, Los Angeles, California 90008, APN: 5033-016-023 (the "Property").
12

13 29. On September 24, 2009, Cal-Western recorded a Notice of Default, Exhibit
14 "C", claiming that Plaintiff was in default for her monthly obligation under the
15 Promissory Note and Deed of Trust that provided security for the loan alleged
16 above and on December 30, 2010 Defendants MERS and CAL-WESTERN caused
17 to record a Notice of Trustee's Sale with the Los Angeles County Recorder's
18 office. (Exhibit "D")
19

20
21 30. What Plaintiff finds to be very particular is that the Notice of Default was
22 recorded September 24, 2009, but neither of the Defendants had power or authority
23 to do so. The Substitution of Trustee was not recorded until November 9, 2009
24 with the County Recorder, a true and correct copy is attached hereto as Exhibit
25 "E", naming CAL-WESTERN as the new Trustee under the Deed of Trust. Again,
26 what Plaintiff finds to be very suspicious is that the Notice of Default and
27 Substitution of Trustee previously recorded are void on their faces because the
28 Corporate Assignment of Deed of Trust was not recorded until December 31, 2009

1 with the County Recorder, a true copy is attached hereto as Exhibit E. Defendants
2 had no authority, no capacity, no legal ability to record the Notice of Default
3 UNTIL there was beneficial interest established in the Deed of Trust by
4 RECORDING the Corporate Assignment of the Deed of Trust, as mandated by
5 California Civil Code and a strict provision of the deed of trust to invoke
6 foreclosure.

7
8 31. Plaintiff is informed and believes and therefore alleges that the foreclosure is
9 void and that the Trustee's Sale and Notice of Default must be rescinded
10 accordingly. The Notice of Default was invoked by an interloper lacking authority
11 or capacity and to allow Defendants to proceed with these criminal actions is a
12 violation of Plaintiff's due process and civil rights as allowed by the Constitution.
13

14 32. Plaintiff further alleges on information and belief that the alleged beneficiary
15 on the Deed of Trust cannot prove that they are in fact the party authorized to
16 conduct the impending foreclosure sale.
17

18
19 33. Plaintiff further alleges that the foreclosure sale of the Subject Property
20 cannot be executed in accordance with the requirements of *California Civil Code*
21 *Sections 1624, 2924 et seq.*
22

23 34. That the Trustee who is acting as the agent of the beneficiary did not have
24 the power to act as agent for a beneficiary that did NOT have beneficial interest in
25 the subject Note, Deed of Trust or Property. CAL-WESTERN did not have the
26 power or authority to act as much as Plaintiff's next door neighbor had to act.
27 They were not a party to the contract and were not substituted correctly as
28

1 mandated by the provisions of the Deed of Trust and underlying California Civil
2 Code.

3
4 35. That the notices and foreclosure failed to conform with the provisions of
5 *California Civil Code Sections 1624, 2932.5 et seq.*, and *Commercial Code section*
6 *3302 et seq.*

7
8 36. Plaintiff further alleges that *Cal. Civ. Code section 2924* and its subparts are
9 being applied to Plaintiff in a manner that is unlawful, because at least in part the
10 party acting as the Trustee proceeding with the foreclosure of Plaintiff's Subject
11 Property notwithstanding the following facts and circumstances:

12 a. Alleged foreclosing beneficiary has no beneficial interest in the
13 deed of trust and cannot legally conduct a foreclosure, a serious
14 trespass on Deed of Trust paragraph 22 and *California Civil Code*
15 *Sections 2932, 2932.5;*

16
17
18 b. Plaintiff has proof that the Trustee did not have power of sale to
19 execute or record the Notice of Default per public records, the
20 Substitution of Trustee was recorded November 9, 2009 which was
21 SUBSEQUENT to the Notice of Default recorded September 24,
22 2009, and as such the current foreclosure of Plaintiff's subject
23 property has not conformed with the strict mandates of the Deed of
24 Trust nor *Civil Code section* and CAL-WESTERN has trespassed on
25 Plaintiff's property and on the Deed of Trust per paragraph 24.
26
27
28

1 c. Note, there can be no valid assignment from the original Lender
2 on the deed of trust, MORTGAGE ELECTRONIC REGISTRATION
3 SYSTEMS, INC. ("MERS") who has purported to assign the current
4 beneficial interest forthwith, which is fraud, extortion and trespass.

5 d. Note that the assignment of record is void, due to fraud and the
6 toxicity of MERS as nominee and beneficiary. MERS as nominee
7 cannot execute a valid assignment. Note when it was assigned to the
8 current beneficiary, it did not convey the power of sale because it
9 violated the terms of *California Civil Code section 2932.5*, that the
10 assignment when it was made to the current alleged beneficiary that
11 the Note executed by Plaintiff was no longer a negotiable instrument
12 because the assignment could not have physically applied to the Note.
13

14 37. California Civil Code does not apply to the strict provisions of the private
15 contract between the Plaintiffs and the true Lender. The alleged beneficiary has
16 filed false documents to purport standing and perpetration of the successor lender,
17 but cannot by virtue of invalid documents.
18

19 38. That by virtue of the method and manner of Defendants carrying out the
20 trespass and violations of the Deed of Trust, they cannot prove that such provisions
21 have been complied with and the foreclosure is void on its face, causing a cloud on
22 Plaintiff's title.
23

24 39. This is an also action for violations of California's Unfair Competition Law
25 (the "UCL"), Business & Professions Code §§ 17200, *et seq.*, and common law
26 fraud. Plaintiff brings this action against Defendants, RFC, AMN and DOE
27 Defendants who originated the Option Adjustable Rate Mortgage ("Option ARM")
28 loan that failed to clearly, unambiguously and conspicuously disclose to Plaintiff

1 the following: (i) the low interest rate set forth in the Option ARM mortgage notes
2 ("Notes") was only available for thirty days, if at all; (ii) the monthly payment
3 amounts for the first three to five years provided to Plaintiff on a Truth-In-Lending
4 Disclosure Statement ("TILDS") were insufficient to pay both accrued interest and
5 principal; (iii) negative amortization was absolutely certain to occur if Plaintiff
6 made payments according to the schedule of monthly payments provided in the
7 TILDS; and that (iv) loss of equity and/or loss of Plaintiff's residence was certain
8 to occur if Plaintiff made payments according to the payment schedule.

9 40. As alleged below, without the active participation of Defendants, AMN would
10 not have been able to issue the Option ARM loan to Plaintiff. Despite serving as a
11 loan originator, AMN did not use its own assets to fund the Option ARM loan.
12 Instead, it borrowed money from warehouse lenders (which oftentimes were
13 affiliates of Defendants) to fund the loan at closing and then sold the loan to
14 Defendants shortly after closing. The funds paid by Defendants to purchase the
15 loan was then paid to the warehouse lenders, with the remainder going to AMN.
16 Because AMN's business was wholly dependent on Defendants purchasing the
17 loan shortly after origination, AMN did not have, or utilize, any discretion in the
18 origination of the Option ARM loan. Instead, it was required to, and did, use loan
19 documents and underwriting guidelines designed and approved by Defendants.
20 Thus, Defendants are liable both directly, and as aiders and abettors, for the
21 damages caused by the deceptive loan documents at issue in this action.

22 THE PARTIES

23 41. Plaintiff, Tia Smith is, and at all relevant times was, an individual residing at
24 4011 Hubert Avenue, Los Angeles, California 90008. On or about December 2,
25 2006, Plaintiff refinanced her existing home loan and entered into an Option ARM
26 loan agreement with AMN. The Option ARM loan was secured by Plaintiff's
27 residence. Attached hereto as Exhibit 1 are true and correct copies of the Note and
28 TILDS (collectively, the "Loan Documents") for Plaintiff's loan. In or about
December, 2006, AMN sold Plaintiff's Option ARM loan to Residential Funding
Company, LLC ("RFC").

42. At all times mentioned herein, Defendants were engaged in the business of
selling, securitizing, and/or owning, and/or are or were the assignees of, the Option
ARM loan that is the subject of this Complaint, throughout the United States,
including in this District.

1 43. Plaintiff is informed, believes and thereon alleges that each of the
2 aforementioned Defendants are responsible in some manner, either by act or
3 omission, strict liability, fraud, deceit, fraudulent concealment, negligence,
4 respondeat superior, breach of contract or otherwise, for the occurrences herein
5 alleged, and that Plaintiff's injuries, as herein alleged, were proximately caused by
6 the conduct of Defendants.

7 44. Plaintiff is informed, believes and thereon alleges, that at all times material
8 hereto and mentioned herein, each of the Defendants sued herein was the agent,
9 servant, employer, joint venturer, partner, division, owner, subsidiary, alias, aider
10 and abettor, assignee and/or alter-ego of each of the remaining Defendants and was
11 at all times acting within the purpose and scope of such agency, servitude, joint
12 venture, division, ownership, subsidiary, alias, assignment, alter-ego, partnership
13 or employment and with the authority, consent, approval and ratification of each
14 remaining Defendant.

15 45. Plaintiff is informed, believes, and thereon alleges that at all times herein
16 mentioned, each Defendant was acting in concert or participation with each other,
17 and/or aided and abetted the other Defendants, and/or was a joint participant and
18 collaborator in the acts complained of, and /or was the agent or employee of the
19 others in doing the acts complained of herein, each and all of them acting within
20 the course and scope of said agency and/or employment by the others, each and all
21 of them acting in concert one with the other and all together. Each Defendant was
22 the co-conspirator, aider and abettor, agent, servant, employee, assignee and/or
23 joint venturer of each of the other Defendants and was acting within the course and
24 scope of said conspiracy, agency, employment, assignment and/or joint venture
25 and with the permission and consent of each of the other Defendants.

26 46. Pursuant to California Civil Code § 1459 and California Code of Civil
27 Procedure § 368, Defendants AMN, MERS, RFC, GMAC, HOMECOMINGS,
28 AURORA, RALI TRUST, DEUTSCHE and DOES 1-20 are the subsequent
purchasers and/or assignees of Plaintiff's' Option ARM loan. At all relevant times,
Defendants are and/or were sophisticated and knowledgeable entities whose
businesses included designing, purchasing, packaging, securitizing and selling
interests in the subject Option ARM loan. Defendants purchased, packaged,
directed, securitized and/or sold the subject Option ARM loan with full knowledge
of the failures to disclose and material omissions as alleged herein. Defendants
therefore "stand in the shoes" of the assignor, taking their rights and remedies,
subject to any defenses that the obligor (Plaintiff) has against the assignor prior to
notice of the assignment.

1 47. At all relevant times, Plaintiff has been a resident of the County of Los
2 Angeles, State of California.

3 48. By Law and precedent and in accordance with the Supreme Court of the
4 United States, pro se Pleadings MAY NOT be held to the same standard as a
5 lawyer's and/or attorney's; and whose motions, pleadings and all papers may
6 ONLY be judged by their function and never their form. See: Haines v. Kerner;
7 Platsky v. CIA; Anastasoff v. United States; Litigants are to be held to less
8 stringent pleading standards;
9

10 See: Haines v. Kerner, 404 U.S. 519-421; In re Haines: pro se litigants are
11 held to less stringent pleading standards than admitted or licensed bar attorneys.
12 Regardless of the deficiencies in their pleadings, pro se litigants are entitled to the
13 opportunity to submit evidence in support of their claims.

14 See also: Platsky v. C.I.A., 953 f.2d. 25; In re Platsky: court errs if court
15 dismisses the pro se litigant without instruction of how pleadings are deficient and
16 how to repair pleadings.

17 See also: Anastasoff v. United States, 223 F.3d 898 (8th Cir. 2000); In re
18 Anastasoff: litigants' constitutional (guaranteed) rights are violated when courts
19 depart from precedent where parties are similarly situated.
20

21 49. Defendant WALMAR FINANCIAL GROUP, INC., ("WALMAR") Plaintiff is
22 informed and believes, and on this basis alleges, that WALMAR no longer has a
23 valid real estate license with the DRE. Plaintiff has no knowledge whether
24 WALMAR currently transacts any business in California.
25

26 50. Defendant MORTGAGE ELECTRONIC REGISTRATION SYSTEMS,
27 INC., ("MERS"), IS A Delaware business and has its principal place of business at
28

1 1818 Library Street, Suite 300, Reston, Virginia 20190. MERS was created in or
2 about 1998 by conspirators from the largest banks in the United States in order to
3 undermine and eventually eviscerate long-standing principles of real property law,
4 such as the requirement that any person or entity who seeks to foreclose upon a
5 parcel of real property: 1) be in possession of the original note, 2) Have a publicly
6 recorded mortgage in the name of the party for whom the underlying debt is
7 actually owed and who is the holder of the original Promissory Note with legally
8 binding assignments, and 3) possess a written assignment giving he, she or it actual
9 rights to the payments due from the borrower pursuant to both the mortgage and
10 note. MERS, is owned by the company, MERSCORP, which is in turn owned
11 by a group of Wall Street investment Banks

12
13 51. Defendant AURORA BANK FSB f/k/a AURORA LOAN SERVICES LLC
14 ("AURORA") is a foreign corporation organized and existing under the laws of the
15 State of Delaware. Aurora has been assigned as the servicer of the Subject Loan. It
16 is further alleged that AURORA has been assigned an interest in the loan greater
17 than that of a typical servicer, although AURORA's full interest in the Subject Loan is
18 not entirely known at this time. AURORA's principal office is located at 10350
19 Park Meadows Drive, Littleton, Colorado 80124. AURORA's agent for service of
20 process is Corporation Service Company which does business in California as CSC
21 Lawyers Incorporating Service, (C1592199).

22
23 52 Defendant CAL-WESTERN RECONVEYANCE CORPORATION, is and
24 was at all times herein mentioned conducting business in California, as a National
25 Association, and claims to be duly appointed Trustee, under the Deed of Trust
26 executed by Plaintiff, Tia Smith, and is conducting intrastate business in the State
27 of California.
28

1
2 53. Defendant, DEUTSCHE BANK TRUST COMPANY AMERICAS
3 (hereinafter "DEUTSCHE") is a national banking association organized under the
4 laws of the United States and is engaged in the residential mortgage business in
5 this state with its principal executive offices located at: 60 Wall Street, New York,
6 New York 10005. DEUTSCHE may be served as follows: Deutsche Bank Trust
7 Company Americas, Attn: President, 60 Wall Street, New York, New York 10005.
8 Plaintiff is informed, believes and thereon alleges, that DEUTSCHE is the trustee
9 and custodian under the pooling and servicing agreement of the RALI TRUST and
10 that DEUTSCHE is responsible for holding the notes and mortgage files on behalf
11 of the RALI TRUST which means that it is charged with the responsibility of
12 properly funding and transferring the loan into the trust and administering the trust
13 properly; as a "Servicer" and as the "exchange agent" when the notes are traded
14 out on the trusts. DEUTSCHE has been named in this action in its capacity as the
15 trustee of the RALI TRUST.

16
17 54. Defendant RESIDENTIAL FUNDING COMPANY, LLC is a Delaware
18 limited liability company with its principal place of business in Minneapolis,
19 Minnesota. Prior to approximately October 2006, Residential Funding Company,
20 LLC operated as Residential Funding Corporation, a Delaware corporation with its
21 Residential Funding was the Sponsor for the securitization at issue in this action.
22 As Sponsor of the securitizations at issue, Residential Funding either originated the
23 underlying mortgage loans through its wholly owned subsidiary, Homecomings
24 Financial, LLC, formerly Homecomings Financial Network, Inc.
25 ("HOMECOMINGS"), or purchased them from other originators principal place of
26 business in Minneapolis, Minnesota. Residential Funding Company, LLC and its
27 predecessor, Residential Funding Corporation, are referred to herein as ("RFC").
28

1 55. Defendant, RESIDENTIAL ACCREDIT LOANS, INC. SERIES 2007-
2 Q01TRUST (hereinafter "RALI TRUST") and is a New York common law trust
3 engaged in the residential mortgage business in this state with its business address
4 at 8400 Normandale Lake Boulevard, Suite 250, Minneapolis, Minnesota 55437.
5 RALI TRUST may be served as follows: Residential Accredit Loans, Inc. Series
6 2007-Q01 Trust, c/o Deutsche Bank Trust Company Americas, 1761 East Street,
7 Santa Ana, California 92705-4934. Residential Accredit Loans, Inc. ("RALI") is a
8 Delaware corporation with its principal place of business 8400 Normandale Lake
9 Boulevard, Suite 250, Minneapolis, Minnesota 55437. Residential Accredited
10 Loans, Inc. ("RALI"), a subsidiary of Residential Capital, LLC f/k/a Residential
11 Capital Corporation ("RCC") Residential Capital, LLC, which owns indirectly
all of the equity of both Homecomings and GMACM, has restructured the
operations of Homecomings and GMACM.

12
13 56. Defendant, AMERICAN MORTGAGE NETWORK, INC. ("AMN") a
14 subsidiary of Well Fargo Bank, N.A. operates as a mortgage bank in the United
15 States. It underwrites and funds home loan programs, including fixed, adjustable,
16 stated income, interest only, jumbo, ALT-A, home equity, and first-time buyer
17 options, as well as sells these loans on a servicing-released basis to institutional
18 purchasers. The company was founded in 1997 and is headquartered in San Diego,
19 California with additional offices in Arizona, California, Colorado, Connecticut,
20 Florida, Georgia, Illinois, Minnesota, Kansas, Utah, Massachusetts, New Jersey,
21 New York, North Carolina, Oregon, Rhode Island, Texas, Virginia, and
22 Washington. American Mortgage Network, Inc. is a subsidiary of Wells Fargo
23 Bank, National Association.

24
25 57. Defendant, HOMECOMINGS FINANCIAL, LLC (hereinafter
26 "HOMECOMINGS"), is a Delaware limited liability company engaged in the
27 business of consumer mortgage lending in this state with its principal place of
28 business located at: 8400 Normandale Lake Boulevard, Suite 250, Minneapolis,

1 Minnesota 55437-1059. HOMECOMINGS may be served as follows:

2 Homecomings Financial, LLC, c/o Corporation Service Company, 2730 Gateway
3 Oaks Drive, Suite 100, Sacramento, California 95833-3503. At all relevant times
4 alleged in this Complaint HOMECOMINGS regularly extended consumer credit
5 payable by written agreement in more than four installments or for which a finance
6 charge is imposed. Plaintiff is informed, believes and thereon alleges, that
7 HOMECOMINGS is a "creditor" within the meaning of the TILA, 15 U.S.C. §
8 1602(f) and Regulation Z § 226.2(a)(17). At all relevant times alleged in this
9 Complaint, HOMECOMINGS was engaged in the business of "mortgage lending"
10 as defined by Cal. Finance Code § 50003(n) and was licensed by the California
11 Department of Corporations (Lic. No. 413007). At all relevant times alleged in this
12 Complaint, HOMECOMINGS was a "finance lender" as defined by Cal. Finance
13 Code § 22009 and was licensed by the California Department of Corporations (Lic.
14 No. 6035717). Plaintiff is informed, believes and thereon alleges that
15 HOMECOMINGS FINANCIAL, LLC, is a wholly-owned subsidiary of
16 RESIDENTIAL FUNDING COMPANY, LLC, which is a wholly-owned
17 subsidiary of GMAC-RFC HOLDING COMPANY, LLC, which is a wholly-
18 owned subsidiary of RESIDENTIAL CAPITAL, LLC, which is a wholly-owned
19 subsidiary of GMAC MORTGAGE GROUP, INC., which is a wholly-owned
20 subsidiary of GMAC, LLC.

21
22
23 58. Defendant, GMAC MORTGAGE USA CORPORATION, A/K/A GMAC
24 MORTGAGE, LLC (hereinafter "GMAC"), is a Delaware corporation engaged in
25 the business of consumer mortgage lending in this state with its principal place of
26 business located at: 100 Witmer Road, Horsham, Pennsylvania 19044-0963.
27 GMAC may be served as follows: GMAC Mortgage USA Corporation, c/o
28 Corporation Service Company, 2730 Gateway Oaks Drive, Suite 100, Sacramento,

1 California 95833-3503. At all relevant times alleged in this Complaint GMAC
2 regularly extended consumer credit payable by written agreement in more than
3 four installments or for which a finance charge is imposed. Plaintiff is informed,
4 believes and thereon alleges, that GMAC is a "creditor" within the meaning of the
5 TILA, 15 U.S.C. § 1602(f) and Regulation Z § 226.2(a)(17). At all relevant times
6 alleged in this Complaint, GMAC was engaged in the business of "mortgage
7 lending" as defined by Cal. Finance Code § 50003(n) and was licensed by the
8 California Department of Corporations (Lic. No. 4130026). At all relevant times
9 alleged in this Complaint, GMAC was a "finance lender" as defined by Cal.
10 Finance Code § 22009 and was licensed by the California Department of
11 Corporations (Lic. No. 603A285). At all relevant times alleged in this Complaint,
12 GMAC was licensed by the California Department of Real Estate ("DRE") (Lic.
13 No. 01776965) and was a "licensee" as defined by Cal. Finance Code § 22007.
14 Plaintiff is informed, believes and thereon alleges, that GMAC
15 MORTGAGE USA CORPORATION, is a wholly-owned subsidiary of GMAC
16 MORTGAGE, LLC, which is a wholly-owned subsidiary of GMAC
17 RESIDENTIAL HOLDING COMPANY, LLC, which is a wholly-owned
18 subsidiary of RESIDENTIAL CAPITAL, LLC, which is a wholly-owned
19 subsidiary of GMAC MORTGAGE GROUP, INC., which is a wholly-owned
20 subsidiary of GMAC, LLC.

21
22 59. Defendant, First American Title Insurance Company ("First American") is a
23 wholly owned subsidiary of The First American Corporation. First American is a
24 publicly traded holding company that owns, in addition to First American Title,
25 several other companies in the field of real estate-related information services.
26 First American Title is a title insurance underwriter that issues title insurance
27 policies to real estate owners and lenders in 47 states and the District of Columbia.

28 60. The true names and capacities, whether individual, corporate, associate or
otherwise, of Defendants DOES 1 through 10, inclusive, and each of them, are

1 unknown to Plaintiff at this time, and Plaintiff therefore sues said Defendants by
2 such fictitious names. Plaintiff is informed, believes and thereon alleges, that at all
3 relevant times alleged in this Complaint, Defendants DOES 1 through 10,
4 inclusive, are natural persons, limited liability companies, corporations or business
5 entities of unknown form that have or are doing business in the state of California.
6 Plaintiff will seek leave of the Court to replace the fictitious names of these Doe
7 Defendants with their true names when they are discovered by Plaintiff.

8
9 61. Plaintiff is informed, believes and thereon alleges, that DOES 11 through 20,
10 inclusive, are securitized trusts, equity funds, collateralized debt obligations
11 (CDO), CDO underwriters, CDO trustees, hedge funds or other entities that acted
12 as additional lenders, loan originators and/or are assignees to the predatory loans
13 which are the subject of this action. Plaintiff will seek leave of the Court to replace
14 the fictitious names of these entities with their true names when they are
15 discovered by Plaintiff.

16
17 62. At all relevant times alleged in this Complaint, Defendants, and each of them,
18 were engaged in the business of promoting, marketing, distributing and selling the
19 predatory loans that are the subject of this Complaint, throughout the state of
20 California, including Santa Clara County.

21
22 63. Plaintiff is informed, believes and thereon alleges, that each and all of the
23 aforementioned Defendants are responsible in some manner, either by act or
24 omission, strict liability, fraud, deceit, fraudulent concealment, negligence,
25 respondeat superior, breach of contract or otherwise, for the occurrences herein
26 alleged, and that Plaintiff's injuries, as herein alleged, were proximately caused by
27 the conduct of Defendants.

28

1 64. Plaintiff is informed, believes and thereon alleges, that at all relevant times
2 alleged in this Complaint, each of the Defendants sued herein were the agent,
3 servant, employer, joint venturer, partner, division, owner, subsidiary, alias,
4 assignee and/or alter-ego of each of the remaining Defendants and were at all times
5 acting within the purpose and scope of such agency, servitude, joint venture,
6 division, ownership, subsidiary, alias, alter-ego, partnership or employment and
7 with the authority, consent, approval and ratification of each remaining Defendant.

8
9 65. Plaintiff is informed, believes and thereon alleges, that at all relevant times
10 alleged in this Complaint, each Defendant was the co-conspirator, agent, servant,
11 employee, assignee and/or joint venturer of each of the other Defendants and was
12 acting within the course and scope of said conspiracy, agency, employment,
13 assignment and/or joint venture and with the permission and consent of each of the
14 other Defendants.

15
16 66. Whenever reference is made in this Complaint to any act of any corporate or
17 other business Defendant, that reference shall mean that the corporation or other
18 business did the acts alleged in this Complaint through its officers, directors,
19 employees, agents and/or representatives while they were acting within the actual
20 or ostensible scope of their authority.

21
22 67. At all relevant times alleged in this Complaint, each Defendant has committed
23 the acts, caused others to commit the acts, ratified the commission of the acts, or
24 permitted others to commit the acts alleged in this Complaint and has made,
25 caused, ratified, or permitted others to make, the untrue or misleading statements
26 alleged in this Complaint. Whenever reference is made in this Complaint to any act
27 of Defendants, such allegation shall mean that each Defendant acted individually
28

1 and jointly with the other Defendants. "Defendants" wherever used in this
2 Complaint shall mean all named Defendants.

6 **FACTUAL ALLEGATIONS**

7 68. This action arises out of a loan to refinance the subject property, of which
8 Plaintiff is the rightful owner, and subsequent foreclosure related activity.

9 69. In or about October of 2006, Plaintiff sought to refinance loans secured against
10 the property located at 4011 Hubert Avenue, Los Angeles, CA 90008. Plaintiff
11 turned to broker WALMAR and lender AMN for assistance. WALMAR and AMN
12 represented to Plaintiff that they would provide Plaintiff with an affordable loan,
13 and represented to Plaintiff that she would not obtain better rates elsewhere. These
actions were intended to prevent Plaintiff from shopping for other lenders.

14 70. On December 2, 2006, Plaintiff executed a note, a deed of trust and other
15 related documents to borrow \$556,000.00, secured by the subject property
16 (hereinafter the "Subject Loan"). The terms of the loan were memorialized in a
17 promissory note which was in turn secured by a deed of trust on the subject
18 property. The deed of trust identified AMN as the Lender. The deed of trust
19 identified First American as the Title Insurer/Escrow Holder/Trustee. The deed of
trust identified WALMAR as the mortgage broker. The deed of trust further
identified MERS as the nominal beneficiary.

20 71. Said deed of trust was recorded on December 8, 2006. Plaintiff is informed and
21 believes that the terms of the Subject Loan were memorialized in a promissory
22 note which was in turn secured by a deed of trust on the subject property.

23 72. In deciding to sign the Subject Loan documents and to encumber the subject
24 property with a deed of trust, Plaintiff relied upon promises made by Defendants,
25 just as Defendants had intended.

26 73. Despite the fact that Defendants, knew that Plaintiff did not qualify for the
27 loan, Defendants induced Plaintiff to obligate herself to make monthly mortgage
28 payments on the Subject Loan on the subject property, which was an adjustable
rate mortgage.

1 74. Plaintiff entered into a consumer credit transaction loan with Defendants,
2 which extended consumer credit that was subject to a finance charge and which
3 was initially payable to AMN.

4 75. Said Subject Loan is subject to the Federal Truth in Lending Act, 15 U.S.C.
5 Section 1601 et seq. and its implementing regulations, 12 C.F.R. Part 226, "Reg.
6 Z".

7 76. Defendants were required to provide Plaintiff with certain disclosures pursuant
8 to "TILA". Under TILA and Regulation Z, Defendants were required to clearly
9 and conspicuously disclose the amount financed and the finance charge, among
10 other things, in connection with the Subject Loan.

11 77. When the Subject Loan was consummated, Plaintiff did not receive all the
12 required documents and disclosures under TILA.

13 78. Plaintiff rcvd a letter dated December 30, 2006, stating that beginning February
14 1, 2007 HOMECOMINGS would commence servicing Plaintiff's loan.

15 79. Plaintiff's initial mortgage payment was due on January 1, 2007.

16 80. Plaintiff rcvd a welcome letter dated January 16, 2007 from
17 HOMECOMINGS.

18 81. Plaintiff began experiencing a loss of income mid/late 2007, and sought help
19 from HOMECOMINGS.

20 82. HOMECOMINGS advised Plaintiff that unless her mortgage payments were
21 delinquent they would not be able to offer her any assistance.
22
23
24
25
26
27
28

1 83. On November 14, 2007, HOMECOMINGS' representative "Miriam" advised
2 Plaintiff that she should miss at least three payments in order to be considered for a
3 work-out option.

4
5 84. Apprehensively, Plaintiff did not make her monthly mortgage payments as
6 advised.

7
8 85. Plaintiff rcvd a letter dated April 11, 2008, stating the current creditor to whom
9 the Mortgage Loan debt is owed was RALI 2007-QO1 and that AURORA was the
10 current servicer of her loan and that they were under federal law to advise her of
11 the total amount she owed.

12
13 86. Plaintiff called her new servicer AURORA to explain how HOMECOMINGS
14 had advised her to miss at least 3 payments in order to qualify for a work-out
15 option.

16
17 87. AURORA claimed that they had no knowledge of what HOMECOMINGS
18 had advised. AURORA claimed that there were no notes confirming what Plaintiff
19 stated.

20
21 88. On April 30, 2008, AURORA proceeded to set-up Plaintiff into a repayment
22 agreement consisting of (6) payments with the (1st) payment of \$3100.00 and the
23 remaining (5) payments of \$3175.28.

24
25 89. Plaintiff made the initial payment of \$3100.00. Unfortunately, Plaintiff was
26 unable to keep up with the increased monthly payments under the repayment
27 agreement.

1 90. On June 17, 2008, Plaintiff entered into another repayment agreement with
2 AURORA. AURORA's representative verbally advised Plaintiff that this
3 repayment plan would consist of (4) consecutive payments. The (1st) payment
4 would be \$2,062.78. The (2nd and 3rd) payments would be \$2088.32 but, the (4th)
5 payment would be a balloon payment of \$9,635.74. The rep advised Plaintiff after
6 making the (3rd) payment to immediately call back in and submit a loan
7 modification application. The rep advised Plaintiff not to pay the (4th) payment.
8 The rep stated that the (4th) payment was indeed a balloon payment and that
9 AURORA did not expect Plaintiff to pay the (4th) payment. The reasoning was if
10 Plaintiff could make the balloon payment then Plaintiff would not need the loan
11 modification. The representative urged Plaintiff not to pay the (4th) payment or
12 any payment until Plaintiff heard from AURORA regarding the loan modification.
13 The representative advised Plaintiff that she would receive a repayment agreement
14 via mail and once it was received to immediately sign the agreement and fax back.

15
16 91. On August 25, 2008, Plaintiff entered into another repayment agreement with
17 AURORA. AURORA's representative, Cheryl (ID#C3F) verbally advised
18 Plaintiff that this repayment plan would consist of (4) consecutive payments. The
19 (1st) payment would be \$3100.00. The (2nd and 3rd) payments would be \$2139.99.
20 The representative advised Plaintiff after making the (3rd) payment to immediately
21 call back in and submit a loan modification application. The representative
22 advised Plaintiff not to pay the (4th) payment of \$10,647.96. The rep stated that the
23 (4th) payment was indeed a balloon payment and that AURORA did not expect
24 Plaintiff to pay the (4th) payment. The reasoning was if Plaintiff could make the
25 balloon payment then Plaintiff would not need the loan modification. The
26 representative urged Plaintiff not to pay the (4th) payment or any payment until
27 Plaintiff heard from AURORA regarding the loan modification. The
28

1 representative advised Plaintiff that she would receive a repayment agreement via
2 mail and once received to immediately sign the agreement and fax back.

3
4 92. Plaintiff received a letter dated October 7, 2008 congratulating her on
5 successfully maintaining her current home retention payment arrangement. The
6 letter also stated that AURORA would like to offer a more permanent workout
7 option. AURORA requested updated financial information within the next (14)
8 days.

9
10 93. Plaintiff received a letter dated December 23, 2008 from AURORA stating that
11 Plaintiff was denied a home retention workout because Plaintiff was financially
12 unable to afford monthly payments.

13
14 94. On January 8, 2009, (ID#C3F) Plaintiff entered into yet another repayment
15 agreement with AURORA. AURORA's representative, Cheryl verbally advised
16 Plaintiff that this repayment plan would consist of (4) consecutive payments. Each
17 payment would be in the amount of \$2100.00. Rep advised Plaintiff to apply once
18 again for a loan modification after making the (3rd) payment.

19
20 95. After Plaintiff made her (4th) payment, AURORA advised Plaintiff not to
21 make any additional payments and to just wait to hear from AURORA regarding
22 loan modification.

23
24 96. Plaintiff received a letter dated May 21, 2009 advising her that her loan was in
25 default by \$15,594.36 and she had (30) days to cure.

26
27 97. Sometime in July, Plaintiff hired an attorney to assist in achieving a loan
28 modification. Plaintiff's attorney contacted AURORA and somehow the existing

1 loan modification application in review was denied when the attorney entered into
2 the scenario AURORA claimed requested documentation had not been provided.

3 98. Attorney submits new loan modification application on Plaintiff's behalf.

4 AURORA informed Plaintiff's attorney that Plaintiff had 3 broken agreements and
5 therefore AURORA would not consider any type of work-out option.

6
7 99. Plaintiff admitted to breaking the first agreement but no more than that.

8 AURORA insisted that Plaintiff never made the (4th) payments on the second and
9 third agreements, (the balloon payments). Plaintiff argued that two of AURORA
10 representatives, one representative Plaintiff remembers with fondness, Cheryl
11 (ID#C3F) advised her NOT to make the (4th) payments so how could that result in
12 Plaintiff breaking the agreement. AURORA refused to assist. Plaintiff would then
13 hang up and call back and speak to someone else until a new rep decided to offer
14 her a work-out plan.

15
16 100. Plaintiff spoke with 3 different representatives each one offered her a
17 different work- out plan. The first representative's supervisor authorized an offer
18 to accept a little over an \$8,000.00 deposit based on Plaintiff's history of "Broken
19 Agreements". Plaintiff called back and another supervisor authorized an offer to
20 accept a little over \$6,000.00 deposit based on Plaintiff's history of "Broken
21 Agreements". Plaintiff called back and another supervisor authorized an offer to
22 accept a little over \$4,000.00 deposit based on Plaintiff's history of "Broken
23 Agreements". Plaintiff did not accept any of the above-mentioned offers because
24 they were unaffordable.

25
26 101. Plaintiff is informed and believes that a Notice of Default in connection with
27 the subject property was filed in Los Angeles County.
28

1 102. In recording the above-referenced Notice of Default, CAL-WESTERN, under
2 the deed of trust dated September 24, 2009, unlawfully initiated non-judicial
3 foreclosure proceedings against Plaintiff by recording a Notice of Default.

4 103. In October 2009, Plaintiff sought assistance from Neighborhood Assistance
5 Corporation of America ("NACA"). Plaintiff entered into an agreement with
6 NACA to assist her in acquiring a loan modification through the Making Home
7 Affordable Program ("HAMP").

8 104. Plaintiff is informed and believes that MERS assigned, granted and
9 transferred to AURORA all beneficial interest under the aforementioned deed of
10 trust recorded December 31, 2009 executed by Defendant by way of a Corporate
11 Assignment of Deed of Trust.

12 105. Plaintiff is informed and believes and thereon allege that MERS has no
13 standing in the arena, as it is not licensed to be and/or act as a beneficiary. MERS
14 was developed as a document storage company, not a beneficiary. Therefore, the
15 above-referenced deed of trust in connection with the Subject Loan must fail, as
16 there is no standing for any of the listed parties to assert an assignment.

17 106. Plaintiff is informed and believes and thereon alleges that on or about
18 November 23, 2009, CAL-WESTERN recorded a Notice of Trustee's Sale in
19 connection with the subject property for default under the above-referenced deed
20 of trust.

21 107. On January 12, 2010, Plaintiff was informed that her HAMP application was
22 denied due to insufficient income.

23 108. On January 15, 2010, Plaintiff entered into a forbearance agreement with
24 AURORA. Plaintiff agreed to make (6) consecutive payments of \$1122.00. After
25 the (2nd) payment, Plaintiff was advised to resubmit a new loan modification
26 application.
27
28

1 109. Plaintiff received a letter of denial dated November 16, for failure to submit
2 financial documentation.

3
4 110. On Thursday, November 25, 2010, Plaintiff called CAL-WESTERN to check
5 on the status of the foreclosure. CAL-WESTERN advised Plaintiff of a Trustee's
6 Sale scheduled for December 2, 2011.

7
8 111. Plaintiff immediately called AURORA and spoke with at least six different
9 representatives, four of whom advised Plaintiff that it was too late to enter into any
10 work-out agreements. The last two advised Plaintiff because of all the ("Broken
11 Agreements") they could not offer her any other work-out options.

12
13 112. November 30, 2010 Plaintiff filed an Emergency Chapter 7 Bankruptcy.

14
15 113. On November 30, 2010 after Plaintiff filed an Emergency Chapter 7,
16 AURORA called that same day and suggested that she apply for a loan
17 modification.

18
19 114. December 8, 2010 Plaintiff applied for a loan modification.

20
21 115. March 30, 2011 Plaintiff's bankruptcy was discharged.

22
23 116. A letter dated June 2, 2011 denied Plaintiff's loan modification based on
24 "excessive forbearance".

25
26 117. Plaintiff is informed and believes that Defendants, in committing the acts
27 alleged in this complaint, are engaging in a pattern of unlawful activity. In
28 pursuing the non-judicial foreclosure, Defendants represented that they have the
right to payment under the note in connection with the Subject Loan, payment of

1 which was secured by a deed of trust. Whereas, in fact, the Defendants were not in
2 possession of the note and they were neither holders of the note or non-holders of
3 the note entitled to payment, as those terms are used in California Commercial
4 Code Section 3301 and 3309, and therefore they were proceeding to foreclose
without rights under the law.

5 118. Plaintiff is informed and believes and thereon alleges that Defendants are
6 jointly and severally responsible for the acts of the other. Each Defendant was the
7 agent of the other. Each Defendant knew it would commit wrongful acts against
8 Plaintiff as referenced in this complaint. Each Defendant gave substantial
9 assistance or encouragement to the other Defendant to commit wrongful acts
against Plaintiff. Each Defendant's conduct was a substantial factor in causing
harm to Plaintiff.

12 SECURITIZATION

13
14 119. Securitization is a structured finance process, which involves pooling and
15 repackaging of cash flow producing assets into securities that are sold to investors.
16 Securitization, in its most basic form, is a method of selling assets. Rather than
17 selling those assets "whole," the assets are combined into a pool, and then that pool
18 is split into shares. Those shares are sold to investors who share the risk and
19 reward of the performance of those assets.

20
21 120. Any type of cash flow producing assets can be securitized and turned into
22 asset- backed securities (ABS). Mortgage-backed securities, which are backed by a
23 pool of mortgage loans, are formed when mortgages are purchased and placed into
24 an investment trust and shares of the trust are sold to investors. A prospectus, filed
25 with the Securities and Exchange Commission, details the composition of the loans
26 contained within the trust, and the payoff terms of the different levels of securities
27 issued by the trust, known as "tranches."
28

1 121. Different tranches within the ABS are rated differently, with senior classes of
2 most issues receiving the highest rating, and subordinated classes receiving
3 correspondingly lower credit ratings. However, the credit crisis of 2007-2008 has
4 exposed the structural flaw in the securitization process, which causes the resultant
5 ABS to be extremely high risk for investors -- loan originators retain no residual
6 risk for the loans they make, but collect substantial fees on loan issuance and
7 securitization, which causes unchecked degradation of underwriting standards.
8 This has proven to be an extremely high risk factor for investors, but was, until
9 recently, dismissed by most professional practitioners of finance, due to the
10 financial conflict of interest they had as beneficiaries of substantial fees from the
11 issuance and securitization of debt.

12
13 122. Because the formation of a securitized trust depends on the participation of
14 multiple entities, each of whom gets paid for its role in the process, securitization
15 of mortgages has resulted in widespread fraud and corruption. The diffusion of
16 responsibility among these entities has also made it difficult for officials and
17 consumers to hold players responsible. This diffusion was purposefully created to
18 allow participating entities to isolate themselves from liability.

19
20 123. Participants in the formation of a securitized trust include:

- 21 a. Mortgage Broker: A licensed professional who solicits customers for loans in
22 return for a commission from the Originator;
- 23 b. Originator: Initially owns the assets to be securitized. Performs basic loan
24 underwriting and provides access to funding. The funding may come from a line of
25 credit established by the originator or directly from the intended assignee of the
26 loans;
- 27 c. Sponsor: Usually a bank that backs the formation of loan pool by providing
28 liquidity;

- d. Depositor: Assembles the underlying collateral, help structure the securities and work with the financial markets in order to sell the securities to investors;
- e. Trustee: Holds the trust assets and acts as a fiduciary to investors in the trust;
- f. Guarantor: Provides guarantees or partial guarantees for the assets, the principal and the interest payments, for a fee;
- g. Special Purpose Entity (SPE): Used to create the illusion of a "true" sale;
- h. Underwriter: Markets and distributes the asset-backed securities to investors; and
- i. Servicer: Collects payments and monitors the assets that are the crux of the structured financial deal. The servicer and the originator are often the same entity. Sometimes there are also sub-servicers who work under the servicer; frequently this role is also taken by another entity that is already part of the structure.

124. Demand for mortgage-backed securities during the height of the credit boom drove the creation of millions of loans, many of which, like those in the case at bar, were the product of fraud and lax underwriting practices. The same brokers, lenders and financial entities often worked together for years with the goal of creating securitized trusts, which of necessity required thousands of new loan originations. Many of these new loans came into being not to benefit borrowers or expand home ownership, but simply to fill the pools of securitized trusts and feed investors' insatiable appetite for mortgage-backed securities.

FACTS COMMON TO ALL CAUSES OF ACTION

The Deceptive Loan Documents

125. The Option ARM loan that is the subject of this Complaint was originated by AMN, and purchased by Defendants consists of the following characteristics: (i) the monthly payment in the Note is based upon a teaser interest rate of 1.5% ; (ii) the payment schedule listed in the TILDS, for the first three to five years of the loan, is based upon a fully amortizing payment at the teaser interest rate; (iii) the

1 interest rate adjusts after only one month to a rate which is the sum of an "index"
2 and a "margin"; and (iv) after the first three to five years of the loan, the amount of
3 the monthly payments increases substantially.

4 126. For Plaintiff's loan, the sum of the index and the margin would necessarily
5 result in an interest rate that always exceeded the teaser rate by several percentage
6 points. As a result, after only one month, the interest accruing on the Notes more
7 than doubled from an amount which was usually below 2% to an amount of at least
8 4%, and in some cases up to 8%. Because of this dramatic interest rate adjustment
9 after only one month, the monthly payment in the Note and TILDS, which was
10 calculated based on a fully amortizing payment at the low teaser rate, was no
11 longer sufficient to even pay the interest which accrued on the Note. Thus, the
12 unpaid interest would be added to the principal balance of the loan. Through this
13 negative amortization, Plaintiff's principal balance increased even as she made the
14 scheduled monthly payments in the Note and the TILDS. Thus, each month,
15 Plaintiff would owe more money than she did at the start of the loan, and have less
16 time to pay it back. To make matters worse, this "deferred interest" was added to
17 the principal balance and, in turn accrued more interest – in effect using compound
18 interest to increase the balance owed by Plaintiff.

19 127. Negative amortization was *certain to occur* because of the large spread
20 between the teaser rate and the combined index and margin. Indeed the margin
21 alone was consistently higher than the teaser rate. For example, for Plaintiff's
22 Note lists a teaser rate of 1.500% and a margin of 3.40%. Thus, even if the index
23 went down to zero, the combined total of the margin and index would never be
24 close to the teaser rate, and thus, the Option ARM loan was unmistakably designed
25 to cause negative amortization. The Loan Documents did not disclose this material
26 information to Plaintiff. Had the Loan Documents disclosed this material
27 information, Plaintiff would not have purchased the subject Option ARM loan.

28 128. The two most important pieces of information in any mortgage loan are the
interest rate and the amount of the monthly payments. For the subject Option ARM
loan, the disclosures of both pieces of this information were misleading and
omitted material facts. The Loan Documents disclosed a teaser interest rate, but
they did not disclose that this rate would sharply increase after only one month.
The Loan Documents disclosed a low monthly payment amount for the first three
to five years of the loan, but this did not reflect the actual amount of interest being
charged or the amount Plaintiff actually owed each month. Moreover, the Loan
Documents failed to disclose that the monthly payment was based upon the teaser
rate that was only in effect for one month. Had the Loan Documents disclosed the

1 payment amount sufficient to cover both principal and interest based upon the
2 index and margin that would be used to calculate the payments after the first
3 month, the payment amounts would have been approximately double those listed
4 in the TILDS.

5 129. Plaintiff was not informed of the guaranteed sharp increase in her interest
6 rates, and the fact that her monthly payment was not enough to pay the interest
7 accruing on her loan, until she had made multiple payments following the closing
8 of her loan. At this time she would receive statements reflecting that her principal
9 balances had increased with each month that had passed since the loan closed,
10 despite the fact that she had made all monthly payments as scheduled. By the time
11 this material information was disclosed to Plaintiff, they were locked into the loans
12 by a draconian prepayment penalty consisting of a prepayment charge equal to the
13 six months of interest. This provision was designed to deter or prevent borrowers
14 from refinancing the loans during the first three years of while they were incurring
15 negative amortization.

16 130. Although the Loan Documents provided that the monthly payment amount
17 would be adjusted every year to an amount that would fully amortize the remaining
18 principal balance of the loan at the existing interest rate, the Option ARM loan had
19 a payment cap, which provided that the monthly payment could only increase by
20 7.5% each year. The payment cap insures that negative amortization will continue
21 to occur even after borrower's payments are adjusted. For example, as discussed
22 above, after one month, the actual interest rate being charged is typically at least
23 double that of the teaser rate, and often much higher than that. Thus, a monthly
24 payment in year two of the loan that is only 7.5% higher than a monthly payment
25 based upon the teaser rate is not going to be close to sufficient to cover the
26 monthly interest charged on the loan, let alone amortize the principal balance that
27 has already increased due to 11 months of negative amortization.

28 131. The payment caps are subject to an overall cap on principal of 115% of the
original loan amount. Once the principal balance reaches this 115% cap, the 7.5%
limitation on payment increases no longer applies, and the payments are
immediately recast to fully amortizing payments of principal and interest. To the
extent that this built-in "payment shock" is more than Plaintiff can afford, she
needs to refinance 115% of the amount she initially borrowed (despite having
made all of the required payments) or risk losing her home to foreclosure.

132. Despite the foregoing, the only places in the Notes that even inferentially
reference negative amortization suggest that negative amortization was only a mere

possibility, rather than an absolute certainty. This was ambiguous, misleading and deceptive, because it implies that negative amortization was subject to some future contingency, such as an increase in the index on which the adjustable rate was purportedly based, when, in fact, it was *guaranteed* to occur after only one month, even if the index stayed the same or went down.

133. The undisclosed fact that negative amortization is certain to occur on the subject loan and information regarding the interest rate to be charged on the loan was information that Plaintiff would have found material when deciding whether to purchase the subject Option ARM loan. Nevertheless, the Loan Documents did not disclose this material information to Plaintiff. Had the Loan Documents disclosed this material information, Plaintiff would not have purchased the subject Option ARM loans.

134. The loan characteristics described above were true of the named Plaintiff's loan and were also common characteristics of the loan forms devised, designed and/or approved by Defendants and used by AMN during the liability period. It is these Loan Documents that are the subject of this Complaint.

RFC Was A Primary Participant in the Wrongful Conduct RFC's Securitization Business

135. RFC, is part of GMAC, LLC ("GMAC"), as it is a wholly-owned subsidiary of Residential Capital, LLC ("ResCap"), a holding company for GMAC's residential mortgage business. RFC is in the business of acquiring residential mortgages, home equity loans, and lines of credit originated by other mortgage banks and financial institutions. The company (also known as GMAC-RFC) then packages the loans as mortgage-backed securities, which it sells to institutional investors. RFC also provides warehouse lending facilities to mortgage loan originators and correspondent lenders to originate residential mortgage loans.

136. According to GMAC's Form 10-K for 2006, ResCap is one of the largest residential mortgage producers in the United States and produced approximately \$162 billion in residential mortgage loans in 2006. ResCap sources its residential mortgage loan production either by originating loans through a direct lending network or purchasing loans in the secondary market from correspondent lenders, such as AMN. Loans purchased from correspondent lenders are originated or purchased by the correspondent lenders who then sell the loans to ResCap. ResCap must approve any correspondent lenders who participate in the correspondent lending program. In 2006, ResCap's mortgage loan productions

1 consisted of the purchase of 642,169 residential mortgage loans and the origination
2 of 408,070 residential mortgage loans.

3 137. ResCap sold most of the loans it purchased. According to the 2006 Form 10-
4 K, in 2006, ResCap sold \$152.7 billion in mortgage loans. Of that, \$106.8 billion
5 was generated through sales to non-government sponsored investors in the form of
6 whole loan sales and securitizations.

7 138. ResCap is also one of the largest providers of warehouse lending facilities to
8 correspondent lenders and other mortgage originators in the U.S. These lines of
9 credit enable the correspondent lenders and originators to finance residential
10 mortgage loans until they are sold on the secondary mortgage market. According to
11 an unnamed source quoted in an article in *Investment Dealers Digest*, warehouse
12 lenders have detailed knowledge of the originator's operations -- "[t]hey have that
13 day-to-day pipeline exposure to what the mortgage lender's doing."

14 139. At all relevant times, the subject Option ARM loan purchased by RFC which
15 were sold to Plaintiff, and the documents provided to them in conjunction with
16 those loans, were pre-approved by RFC as follows:

- 17 a. RFC is, and/or was, in the business of, among other things, securitizing
18 residential mortgage loans by purchasing loans in the secondary mortgage
19 market, packaging those loans into trusts or other vehicles, and selling
20 securities to investors based on the income to be derived from those loans.
- 21 b. Pursuant to a mortgage loan purchase agreement (the "Client Contract")
22 between RFC and AMN, RFC agreed to purchase and did purchase numerous
23 Option ARM mortgages originated by AMN. AMN did not fund its own loan
24 originations; rather it obtained working capital through warehouse lenders
25 such as RFC who held liens on mortgages that were awaiting securitization or
26 were in the process of closing (sometimes referred to as "pipeline loans").
27 Thus, after originating a loan, AMN immediately sold it to securitization
28 arrangers such as RFC in order to pay back the line of credit that it used to
fund the loan.
- c. AMN earned income in connection with the issuance and re-sale of Option
ARM loans, rather than in connection with servicing and holding those loans.
Because it needed to fund new Option ARM loans as it issued them and

1 because the monies available to originators for that purpose were provided by
2 warehouse lenders and needed to be repaid promptly, AMN needed assurance
3 that it would be able to promptly resell the Option ARM loans it originated to
4 institutions like RFC.

- 5 d. Pursuant to the Client Contract between AMN and RFC, AMN was
6 guaranteed a buyer for the Option ARM loans it originated provided that the
7 loans complied with RFC's standards, and RFC was guaranteed a pool of
8 mortgage loans to securitize.
- 9 e. Pursuant to this arrangement, AMN would collect fees from the homeowners
10 to whom it sold the Option ARM loans as well as RFC, while
11 RFC would collect revenues through the securitization process and in
12 connection with servicing rights it retained on the loans after they were
13 securitized.
- 14 f. On information and belief, in the RFC Client Guide, RFC established the
15 criteria that the Option ARM loans originated by AMN had to comply with in
16 order for RFC to purchase the loans, including RFC's underwriting
17 guidelines. The Client Guide also included instructions for how the Option
18 ARM loans were to be delivered to RFC, including the specific legal
19 documentation that had to accompany each loan.
- 20 g. AMN's compliance with the Client Contract and Client Guide was important
21 to AMN's operations. It was only by ensuring that the Option ARM loans it
22 originated complied with RFC's standards, that AMN could be assured that it
23 would be able to promptly resell the Option ARM loans it issued to RFC.
- 24 h. RFC's agreement to purchase the Option ARM loans sold by AMN's lenders
25 was critical to AMN's ability to market and sell those loans to Plaintiff and
26 other homeowners, since AMN did not fund the loans it originated. AMN
27 lacked the financial resources to issue the Option ARM loans here at issue
28 unless it was able to promptly sell them to investors such as RFC to repay its
warehouse lenders. Warehouse lenders required as a condition to loaning
AMN the funds, a guarantee that AMN would be able to promptly sell them
to investors such as RFC, and repayment directly from investors such as
RFC.
- i. While providing a stream of financing to AMN, RFC was aware of The
Material Omissions, and it approved the specific language that was used to
create those omissions.

BACKGROUND OF THE MORTGAGE LOAN TRUST

140. The "Trusts" allegedly foreclosing are actually Mortgage Backed Securities ("MBS"). The Servicers, like ALS, are merely administrative entities which collect the mortgage payments and escrow funds. The MBS have signed themselves up under oath with the Securities and Exchange Commission ("SEC"), and the Internal Revenue Service ("IRS"), as mortgage asset "pass through" entities wherein they can never own the mortgage loan assets in the MBS. This allows them to qualify as a Real Estate Mortgage Investment Conduit ("REMIC") rather than an ordinary Real Estate Investment Trust ("REIT"). As long as the MBS is a qualified REMIC, no income tax will be charged to the MBS. For purposes of this action, "Trust" and MBS are interchangeable.

141. REMICs were newly invented in 1987 as a tax avoidance measure by Investment Banks. To file as a REMIC, and in order to avoid one hundred percent (100%) taxation by the IRS, an MBS REMIC could not engage in any prohibited action. The "Trustee" cannot own the assets of the REMIC. A REMIC Trustee could never claim it owned a mortgage loan. Hence, it can never be the owner of a mortgage loan. Plaintiff will require the GAAP and FAS accounting in discovery to document this non-compliance and to justify this malfeasance.

142. Additionally, and important to the issues presented with this particular action, is the fact that in order to keep its tax status and to fund the "Trust" and legally collect money from investors who bought in to the REMIC, the "Trustee" or the more properly named, Custodian of the REMIC, had to have possession of ALL the original blue ink Promissory Notes and original allonges and assignments of the Notes, showing a complete paper chain of title.

1
2 143. Most importantly for this action, the "Trustee"/Custodian MUST have the
3 mortgages recorded in the investors' names as the beneficiaries of a MBS in the
4 year the MBS "closed." Every mortgage in the MBS should have been publicly
5 recorded in the County where the property was located with a mortgage in the
6 name similar to "RALI-2007QO1 Trust" on behalf of the beneficiaries of the
7 "RALI-2007QO1 Trust." The mortgages in this trust would all have had to have
8 been publicly recorded in the year 2007.

9
10 144. As previously pointed out, the "Trusts" were never set up or registered as
11 Trusts. The Promissory Notes were never obtained and the mortgages never
12 obtained or recorded.

13
14 145. The "Trust" engaged in a plethora of "prohibited activities" and sold the
15 investors certificates and Bonds with phantom mortgage backed assets. There are
16 now nationwide, numerous Class actions filed by the beneficiaries (the
17 owners/investors) of the "Trusts" against the entities who sold the investments as
18 REMICs based on a bogus prospectus.

19
20
21 146. In the above scenario, even if the attorney for the servicer ("pretender
22 lender") who is foreclosing on behalf of the Trustee (who in turn acting for the
23 securitized trust) produces a copy of a Note, or even an alleged original, the
24 mortgage loan was not conveyed in the trust under the requirements of the
25 prospectus for the trust or the REMIC requirements of the IRS.

26
27 147. As applied to the Plaintiff, the end result would be that the required MBS
28 asset, or any part thereof (mortgage note or security interest), would not have been

1 legally transferred to the trust to allow the trust to ever even be considered a
2 "holder" of a mortgage loan. Neither the "Trust" or the Servicer would ever be
3 entitled to bring a foreclosure, let alone enforce payment. The Trust will never
4 have authority to enforce payment. It cannot pick a side after the fact. It has
5 purported to comply with REMIC and IRS requirements to evade taxes, and now
6 attempts foreclosure, totally avoiding California law and trespassing upon the
7 provisions of the Deed of Trust, and it cannot even foreclose non-judicially.
8 Plaintiff is perplexed as to where and when the fraud may exactly end. The loans
9 were pooled, sold and transferred to another entity. The accounting shall prove the
10 loan was not repurchased in order to foreclose.

11
12 **BACKGROUND OF MORTGAGE ELECTRONIC REGISTRATION**
13 **SYSTEMS**
14

15 148. Given the venerable and uninterrupted legacy of land title recording acts, it
16 is interesting that first fundamental change to the American public land title
17 recording systems in over three hundred years was not initiated by publicly elected
18 leaders. Instead, Mortgage Electronic Recording Systems, Inc was conceived of
19 and created by a tight-knit group of powerful mortgage industry insiders. In
20 October of 1993, a task force of mortgage finance companies releases a "white
21 paper" at an annual convention of mortgage bankers.

22
23 149. The paper suggested that an electronic book entry system of tracking
24 mortgage loans would be better for the mortgage lending industry than the legal
25 system of county recording offices. The paper encouraged comments from the real
26 estate finance industry, leading to the formation of a steering committee affiliated
27 with the Mortgage Bankers Association of America (MBA).
28

1 150. The MBA is a trade association supported through dues paid by mortgage
2 lending companies that conducts public relations for the industry. This committee
3 of mortgage bankers retained Ernst & Young, an accounting firm, to study the
4 feasibility of developing MERS. In addition to studying the technological and
5 financial hurdles, the accounting firm also did some telephone interviews with
6 mortgage loan originators, servicers, warehouse lenders, custodians, assignment
7 processors, and employees at Fannie Mae and Freddie Mac. The accountants'
8 primary conclusion was that the finance industry could save a lot of money by
9 deciding not to pay the fees that local governments require to record mortgage
10 assignments.

11
12 151. The legislative history of MERS concept is not found in Congressional or
13 state assembly records, but in the trade magazine Mortgage Banking. In 1995 and
14 1996 the MBA trade association's steering committee developed a business plan
15 that would make MERS a reality. The principal consultant involved in creating
16 MERS explained that the "original investors came in 'on faith'...because the
17 details of how MERS would work weren't ironed out until mid-1996 at working
18 group meetings involving different industry players." MERS' Senior Vice
19 President of Operations and Information Management explained that the legal and
20 technological questions behind MERS were answered when "lenders and servicers
21 of various sizes, along with the secondary market agencies, 'got in a room
22 together, walked through the process and came to an agreement." Two years after
23 releasing the initial white paper, MERS, Inc. Incorporated in Delaware as a non-
24 stock corporation owned by mortgage banking companies that made initial capital
25 contributions ranging from 10 K to 100 K. according to a Mortgage Banking
26 Association Executive Vice President involved in the creation of MERS the
27 primary goal of the MERS initiative was to "lower costs for servicers."

28

1 152. Today mortgage finance companies currently use the MERS' name to
2 interact with the land title recording system in one of two ways: either by recording
3 MERS' name as an assignee, or by recording MERS' names as the original
4 mortgagee.

5
6 153. Under this recording strategy the originating lender makes a traditional
7 mortgage loan by listing itself as the payee on the Promissory Note and as the
8 mortgagee on the security instrument. The loan is then assigned to a seller for
9 repackaging through securitization for investors. However, instead of recording the
10 assignment to the seller or the trust that will ultimately own the loan, the originator
11 pays MERS a fee to record an assignment to MERS in the country records. MERS'
12 counsel maintains that MERS becomes a "mortgagee of record" even though its
13 ownership of the mortgage is purely fictional.

14
15 154. Although MERS records an assignment in the real property records, the
16 Promissory Note, which creates the legal obligation to repay the debt, is not
17 negotiated to MERS. Everyone agrees that MERS is never entitled to receive a
18 borrower's monthly payments, nor is MERS ever entitled to receive the proceeds
19 of a foreclosure or a Deed of Trust sale. MERS has no actual financial interest in
20 any mortgage loan. MERS does not even provide lien real estate of the mortgages
21 it purports to own, instead referring title attorneys, refinancing lenders, and
22 consumers to the loan's servicer. MERS' revenue comes, not from the loan or the
23 disposition of collateral, but from fees that the originator and other mortgage
24 finance companies pay to MERS. Once a loan is assigned to MERS, the public
25 land title records no longer reveal who (or what) actually owns a lien on the
26 property in question.

1 155. After a few years in business, MERS decided it could help mortgage
2 financiers pay even less to county governments by simply doing away with the first
3 assignment to MERS, and instead listing MERS as the mortgagee in the original
4 mortgage. Once again, although MERS does not actually advance any loan
5 principal to the homeowner, does not have the right to receive any payments from
6 the borrower, and is not the actual party in interest in any foreclosure proceeding.
7 Nevertheless, the actual mortgagee pays a fee to MERS to induce MERS to record
8 the mortgage in MERS' name. By eliminating the reference to an actual mortgagee
9 or the actual assignee, MERS estimated it would save the originator an average of
10 \$22.00 per loan.

11
12 156. In addition to its record keeping and recording system liaison roles, MERS
13 has also become directly involved in consumer finance litigation. When MERS is
14 listed in county records as the owner of a mortgage, courts have generally made the
15 natural assumption that the appropriate plaintiff for bringing a foreclosure action is
16 in fact MERS. In an effort to convolute the proceedings and move foreclosures
17 along as quick as can be, MERS has allowed actual mortgagees and loan assignees
18 or their servicers to bring foreclosure actions in MERS' name, rather than in their
19 own name.

20
21 157. Plaintiff alleges that MERS does this in an effort to illegally privatize the
22 recordation process, avoiding the public recordation fees AND allowing them to
23 keep transfers and assignments SECRET. Once a loan is assigned to MERS, the
24 public land title records no longer reveal who (or what) actually owns a lien on the
25 property in question.

26
27 158. MERS eventually convinced financiers to simply do away with the first
28 assignment to MERS, and instead list them as the mortgagee in the original

1 mortgage. Once again: MERS does not actually advance any loan principal to the
2 homeowner, or have the rights to receive any payments from the borrower, or even
3 an actual party of interest.

4
5 **MERS IS TOXIC TO THE CHAIN OF TITLE**

6
7 159. The chain of title, as stated above, reveals a Deed of Trust ("DOT") in favor
8 of MERS as nominee. No issues are readily apparent as to the execution of the
9 Deed of Trust. However, the content of the DOT raises factual issues that require
10 further examination and the production of additional documents and information.
11 Since MERS is an IT platform operated for the purposes of its private owners, it is
12 not authorized by Florida Statutes nor California Statutes to serve as the equivalent
13 of a recording record for instruments in the public records. It is a data entry and
14 retrieval system that is private, not public. Since MERS was named as nominee
15 and the MERS documentation available on the internet clearly state that under no
16 circumstances will MERS ever claim an interest in the real property, the DOT, the
17 Note, nor will ever be the actual lender, beneficiary or mortgagee in any
18 transaction, the effect of naming MERS raises factual issues since there are
19 questions regarding title raised by the conflict between naming MERS and MERS
20 disclaiming any such interest. There is no record of MERS accepting the position
21 as nominee and if so under what circumstances. Those terms exist in agreements
22 executed between members of MERS and one of the MERS corporations and are
23 unavailable to the Trustors.
24
25
26
27
28

MERS CANNOT ASSIGN THE DEED OF TRUST

1
2
3 160. Theodore Schultz's fraudulent attempt to assign the Deed of Trust was all in
4 vain due to the fact that MERS simply can NOT assign.

5
6 161. MERS, by its own self definition, does not own or hold notes or mortgages,
7 and is not a vehicle for transferring interest (which means it does not assign, sell,
8 convey, deed, bargain or assign interests), so MERS which does not own
9 mortgages, cannot foreclose, yet (little realized) neither can it assign.

10
11 162. The big banks constantly present purported mortgage assignments by MERS
12 many of them back-dated (though other business executives go to jail for back-
13 dating financial documents), for the big banks are depending on us to believe so
14 generally in "assignment" that we will ignore the reality that MERS cannot own –
15 and it cannot assign – what it does not own.

16 MERS only, records what is going on with others, while serving as "non-owning"
17 mortgagee.
18

19
20 163. Thus, MERS, as the mortgagee in the MERS mortgage, is a crippled,
21 invalid, impotent mortgagee, since as a non-owner, non-holder, it cannot foreclose,
22 and as "not a vehicle for transferring interests", it cannot assign.

23
24 164. Mortgages and notes can be assigned, if someone owns them, but MERS
25 does not own notes or mortgages, neither is it a vehicle for transferring interests, so
26 MERS cannot assign what it does not own.
27
28

1 165. The mortgage contract makes MERS, which cannot own notes or mortgages,
2 the mortgagee, but it is a mortgagee which cannot own notes or mortgages.

3
4 166. MERS is thus an invalid and impotent, quite powerless mortgagee – yes, a
5 mortgagee, a mortgagee which cannot do anything except record data in its own
6 records. MERS cannot foreclose, nor assign. Only mortgages are assigned by
7 those who “own” them, but MERS does not own, so it cannot assign.
8

9
10
11 167. "A mortgagee's purported assignment of the mortgage without an assignment
12 of the debt which is secured is a legal nullity." Kelley V. Upshaw (1952) 39 Cal
13 2d 179, 246 P2d 23, 1952 Cal. LEXIS 248.
14

15
16
17 168. "A trust deed has no assignable quality independent of the debt; it may not
18 be assigned or transferred apart from the debt; and an attempt to assign the trust
19 deed without a transfer of the debt is without effect." Domarad v. Fisher & Burke,
20 Inc. (1969 Cal. App. 1st Dist) 270 Cal. App. 2d 543, 76 Cal. Rptr. 529, 1969 Cal.
21 App. LEXIS 1556.

22
23 169. MERS is a Non-Authorized Agent and cannot legally assign the Promissory
24 Note, making any foreclosure by other than the original lender wrongful, for the
25 following reasons. 1) Under established and binding Ca law, a Nominee can't
26 assign the Note. Born V. Koop 1962 200 C. A. 2d 519[200 CalApp2d Page 527,
27 528 2) On most Notes, the term Nominee is not included and MERS never takes
ownership, making it unenforceable and unassignable by MERS. Ott v. Home
Savings & Loan Association, 265 F. 2d 643 [647,648
28

MERS DEPOSITION: "WE HAVE NO EMPLOYEES"

1
2
3
4 170. Recently, the treasurer/secretary of MERS, William Hultman, was deposed
5 by a law firm for Superior court of New Jersey Docket No. F-10209-08 . His
6 answers are nothing short of stunning. He admitted to the fact that anyone could
7 claim to be an "assistant secretary" of MERS in documents initiating foreclosures,
8 even if MERS had never actually ever heard of the person. It appears ALL of
9 these people amount to the thousands and there are in reality only four true
10 corporate officers for MERS. None of them are the signer on the Corporate
11 Assignment of the Deed of Trust for Plaintiff's loan.
12

13 **CALIFORNIA U.S. BANKRUPTCY COURT ISSUES RULING**
14 **MERS HAS NO EVIDENCE OF STANDING TO ASSIGN NOTE**
15 **TO ANOTHER BENEFICIARY**
16

17
18 171. MERS does not have the capacity as only a nominee to execute the process
19 of foreclosure or to assign security instruments from one beneficiary to the other.
20 In Debtor Luis E. Gallardo, 10-04710-MM7, vs Movant US Bank National
21 Association, as Trustee for CSMC Mortgage-Backed Pass-Through Certificates,
22 Series 2006-7, a recent San Diego Bankruptcy decision handed down by the
23 Honorable Judge Margaret M. Mann, Judge Mann ruled "Movant has not supplied
24 evidence that establishes that Movant has standing to seek stay relief. Movant has
25 attached an "Assignment of Deed of Trust" from MERS to Movant, which assigns
26 the trust deed and the related note. But, there is no evidence that MERS ever
27 received an assignment of the note or had the ability to assign the note to Movant.
28 The note attached to the motion does not indicate that the note has been endorsed

1 to Movant or endorsed in blank such that it became bearer paper. Without evidence
2 either that MERS could properly assign the note, or that the note was endorsed to
3 Movant or in blank, Movant has not established standing to seek stay relief.”

4
5 **CALIFORNIA U.S. BANKRUPTCY COURT ISSUES RULING**
6 **MERS COULD NOT ASSIGN NOTE TO CITIBANK**
7

8 172. The United States Bankruptcy Court for the Eastern District of California
9 has issued a ruling dated May 20, 2010 in the matter of *In Re: Walker*, Case No.
10 10-21656-E-11 which found that MERS could not, as a matter of law, have
11 transferred the Note to Citibank from the original lender, Bayrock Mortgage Corp.
12 The Court’s opinion is headlined stating that MERS and Citibank are not the real
13 parties in interest.
14

15 173. The court found that MERS acted “only as a nominee” for Bayrock under
16 the Deed of Trust and there was no evidence that the Note was transferred. The
17 opinion also provides that “several courts have acknowledged that MERS is not the
18 owner of the underlying Note and therefore could not transfer the Note, the
19 beneficial interest in the Deed of Trust, or foreclose on the property secured by the
20 deed”, citing the well-known cases of *In Re Vargas* (California Bankruptcy Court),
21 *Landmark v. Kesler* (Kansas decision as to lack of authority of MERS), *LaSalle*
22 *Bank v. Lamy* (New York), and *In Re Foreclosure Cases* (the “Boyko” decision
23 from Ohio Federal Court).
24

25
26 174. The opinion states: “Since no evidence of MERS’ ownership of the
27 underlying Note has been offered, and other courts have concluded that
28 MERS does not own the underlying Notes, this court is convinced that MERS

1 had no interest it could transfer to Citibank. Since MERS did not own the
2 underlying Note, it could not transfer the beneficial interest of the Deed of
3 Trust to another. Any attempt to transfer the beneficial interest of a trust
4 deed without ownership of the underlying Note is void under California law.”

5
6 175. Read that again: “Any attempt to transfer the beneficial interest of a trust
7 deed without ownership of the underlying note IS VOID UNDER CALIFORNIA
8 LAW.”

9
10 176. This conclusion was based upon California law cited in the opinion that the
11 Note and the mortgage are inseparable, with the former being essential while the
12 latter is “an incident”, and that an assignment of the note carries the mortgage with
13 it, “while an assignment of the latter [the mortgage] alone is a nullity.”

14
15 177. As MERS must own the Note in order to assign the incident Deed of Trust,
16 MERS is legally precluded from assigning the Deed of Trust for want of
17 ownership of the Note, and cannot assign the Note in any event as it never
18 owned it.

19
20
21 178. MERS’ lack of ownership interest in Promissory Note is a matter of decided
22 case law based on a record stipulation of MERS’ own lawyers in the MERS v.
23 Nebraska Dept. of Finance decision.

24 This opinion thus serves as a legal basis to challenge any foreclosure in
25 California based on a MERS assignment; to seek to void any MERS
26 assignment of the Deed of Trust or the Note to a third party for purposes of
27 foreclosure; and should be sufficient for a borrower to not only obtain a TRO
28 against a Trustee’s Sale, but also a Preliminary Injunction barring any sale

pending any litigation filed by the borrower challenging a foreclosure based on a MERS assignment.

179. The Court concluded by stating: "Since the claimant, Citibank, has not established that it is the owner of the Promissory Note secured by the trust deed, Citibank is unable to assert a claim for payment in this case." Thus, any foreclosing party which is not the original lender which purports to claim payment due under the Note and the right to foreclose in California on the basis of a MERS assignment does not have the right to do so under the principles of this opinion.

180. This ruling is more than significant not only for California borrowers, but for borrowers nationwide, as this California court made it a point to cite non-bankruptcy cases as to the lack of authority of MERS in its opinion.

181. Further, this opinion is consistent with the prior rulings of the Idaho and Nevada Bankruptcy courts on the same issue, that being the lack of authority for MERS to transfer the Note as it never owned it (and cannot, per MERS' own contract which provides that MERS agrees not to assert any rights to mortgage loans or properties mortgaged thereby).

182. Plaintiffs are perplexed as to why Theodore Schultz and ALS would go to such great lengths to commit fraud when the act of assigning on MERS's behalf was distinctly moot from its onset.

FIRST CLAIM FOR RELIEF
(ENFORCEMENT FOR RESCISSION AND RESTORATION OF TITLE
AND ALLOW LOAN MODIFICATION TO PREVAIL)

183. Plaintiff realleges and incorporates the preceding paragraphs of this Complaint as if they were fully set forth herein.

184. An actual controversy exists in which the parties must ascertain their rights, duties and right to title in the Subject Property.

185. A judicial determination is necessary that the parties may ascertain their rights, duties and right to title in the Subject Property.

186. The Plaintiff desires that the court make a judicial determination as to their rights, duties and right to title in the Subject Property.

187. An actual controversy has arisen and now exists between Plaintiff and Defendants, and each of them, concerning their respective rights, obligations and duties as it relates to the Subject Property. In particular, on one hand, Plaintiff contends: (a) that Defendants MERS, AURORA and CAL-WESTERN have conducted an unlawful foreclosure against Plaintiff and her property; (b) that failing to comply with the Deed of Trust, California Civil Code and California Commercial Code as more particularly alleged in paragraph 18 Defendants are not entitled to proceed with the foreclosure until such compliance occurs; and (c) on information and belief, that Defendants are not otherwise entitled to continue with said foreclosure because of the lack of proper statutory execution of the Deed of Trust as more fully alleged in paragraph 12 through 15.

1 188. Plaintiff desires a judicial determination of Defendants rights, obligations
2 and duties, and to enforce Defendants to cancel and rescind the illegal foreclosure
3 on Plaintiff's Subject Property.

4
5 189. Plaintiff alleges that Defendants, and each of them, are engaged in an illegal
6 scheme, the purpose of which was to execute an illegal foreclosure secured by real
7 property in order to hold an illegal Trustee's Sale and take title to Plaintiff's
8 property by wrongful conveyance. Plaintiff alleges that Defendants, and each of
9 them, have represented to Plaintiff and to third parties that they were the owner of
10 the Trust Deed and Note as either the Trustee or the Beneficiary regarding
11 Plaintiff's real property. Based on this representation they caused a Notice of
12 Default to be issued and recorded without disclosing their true role, and thereafter
13 an illegal Notice of Trustee's Sale to hold a public sale which would result in a
14 wrongful conveyance to the alleged beneficiary. Predictably they would then
15 record an illegal Trustee's Deed Upon Sale, permanently affecting Plaintiff's right,
16 title and interest in the Subject Property and eventually institute illegal eviction
17 proceedings. Defendants have no lawful security interest in the subject property to
18 effectuate any of these proceedings.
19

20
21 190. Plaintiff alleges that based upon the foregoing representations that California
22 Civil Code section 2924 et seq. and its subparts are being applied to Plaintiff in a
23 manner that is unlawful. The party acting as the Trustee has proceeded with the
24 foreclosure of Plaintiff's Subject Property notwithstanding the fact that the Trustee
25 knew or reasonably should have known it did not have the power to initiate
26 foreclosure on September 24, 2009 and MERS knew or reasonably should have
27 known it did not comply with California Civil Code 2932, 2932.5, 2924 et seq.
28 because it had no assignment or beneficial interest to conduct such foreclosure.

1 MERS knew or reasonably should have known it did not convey the power of sale
2 to the alleged Trustee CAL-WESTERN because it violated the terms of California
3 Civil Code section 2932.5 and Theodore Schultz's fraudulent assignment vested no
4 beneficial interest to Plaintiff's Deed of Trust.

5
6 191. Defendants have no standing to enforce a non-judicial foreclosure.

7
8 192. Defendants are strangers to this transaction, and had no authority to go
9 forward with the foreclosure and Trustee's Sale.

10
11 193. Plaintiff executed a Promissory Note and a Deed of Trust to American
12 Mortgage Network, Inc.(hereinafter "AMN")

13
14 194. AMN is the Lender and only party entitled to enforce the Note and any
15 security interest with it.

16
17 195. AURORA is not listed anywhere in the Deed of Trust or Promissory Note.

18
19
20 196. In California, California Civil Code § 2932.5 governs the Power of sale
21 under an assigned mortgage, and provides that the power of sale can only vest in a
22 person entitled to money payments: "Where a power to sell real property is given
23 to a mortgagee, or other encumbrancer, in an instrument intended to secure the
24 payment of money, the power is part of the security and vests in any person who
25 by assignment becomes entitled to payment of the money secured by the
26 instrument. The power of sale may be exercised by the assignee if the assignment
27 is duly acknowledged and recorded."
28

1 197. The Los Angeles County Recorder's Office does not contain any evidence of
2 a valid assignment from a true beneficiary and has never assigned their rights
3 under the Note.

4
5 198. The power of sale may not be exercised by any of the Defendants since there
6 was never an acknowledged and recorded valid assignment pursuant to California
7 Civil Code §2932.5.

8
9 199. Since the Defendants did not comply with California Civil Code §2932.5,
10 the Notice of Default provisions of California Civil Code § 2924 and Notice of
11 Sale provisions of California Civil Code §2924(f) were likewise never complied
12 with.

13
14 200. MERS, AURORA and CAL-WESTERN never complied with the Notice of
15 Default provisions of California Civil Code §2924 and Notice of Sale provisions of
16 California Civil Code §2924(f).

17
18
19 201. That by virtue of the method and manner of Defendants carrying out Civil
20 Code section 2924 et seq., the foreclosure of the Subject Property is void ab initio
21 as a matter of law and must rescind the Notice of Default rendering the Notice of
22 Trustee's Sale void and rescinded from Plaintiff's property.

23
24 202. Plaintiff alleges that Defendants, and each of them, are engaged in and
25 continue to engage in violations of California law including but, not limited to:
26 Civil Code section 2924 et seq. and 2932.5 et seq., and unless restrained will
27 continue to engage in such misconduct, and that a public benefit necessitates that
28 Defendants be restrained from such conduct in the future. This is relief that can be

1 granted. If Defendants cannot prove to being the real parties to enforce the note,
2 they must rescind. Being that the foreclosure is defective, they must rescind.

3
4 **FIRST CAUSE OF ACTION**
5 **VIOLATION OF THE TRUTH IN LENDING ACT**
6 **15 U.S.C. SECTION 1601**
7 **(AGAINST ALL DEFENDANTS)**

8 203. TILA, 15 U.S.C. Section 1601 et seq., requires that consumers be given
9 meaningful disclosure of credit terms where the interest rate is not fixed so that the
10 consumer is informed of the cost and variable rate feature of the loan.

11 204. Full disclosure by a broker and/or lender enables a consumer to make an
12 appropriate loan comparison. A lender's misleading disclosure of credit terms to a
13 consumer is tantamount to no disclosure. Smith v. Chapman, (5th Cir. 1980) 614 F.
14 2d 968, 977.

15 205. In a residential mortgage transaction subject to the Real Estate Settlement
16 Procedures Act 12 U.S.C. Section 2601 et seq., a broker is required to provide an
17 itemization of the amount of money financed also known as a "good faith
18 estimate". 12 Code of Federal Regulations 226.18, 19. A broker's failure to make a
19 clear, conspicuous and accurate material disclosure amounting to a good faith
20 estimate triggers an extended right of rescission. The required itemization details
21 include: (1) annual percentage rate, (2) finance charge (3) amount financed (4)
22 total payments and (5) payment schedule. 12 Code of Federal Regulations 226.23.

23 206. Further disclosures under federal law which amount to a TILA violation if not
24 made include but are not limited to providing a consumer with: 1. a good faith
25 estimate, 2. truth in lending documents, servicing transfer documents, adjustable
26 rate booklet, right to copy of appraisal documents and federal equal opportunity
27 documents.

28 207. California Business and Professions Code Section 10240 et seq. requires that
licensed brokers provide disclosures to consumers reflecting the maximum costs
and expenses of making a loan including which also amount to a TILA violation if
not made. These include
1. appraisal fees 2. escrow fees 3. title charges 4. notary fees 5. recording fees and
investigation fees. 6. credit

1 208. A lender like a broker is required to disclose an itemization of the amount of
2 money financed also known as a "good faith estimate." 12 Code of Federal
3 Regulations 226.18, 19.

4 209. Borrowers must be provided with itemized disclosures, including: (1) annual
5 percentage rate, (2) finance charge (3) amount financed (4) total payments and (5)
6 payment schedule. 12 Code of Federal Regulations 226.23. Similarly, the
7 appropriate Truth in Lending, Servicing Transfer, Adjustable Rate Booklet, Copy
8 of Appraisal and Federal Equal Opportunity documents must be provided under 24
Code of Federal Regulations 3500.6(a).

9 210. A failure to make clear, conspicuous and accurate material lender disclosures
10 violates the provisions of TILA.

11 211. The Subject Loan is a consumer credit transaction subject to the provisions of
12 TILA. The Subject Loan transaction between Plaintiffs and said Creditors was a
13 consumer loan transaction wherein credit was extended to Plaintiffs, which was
14 secured by an interest purportedly held by said Creditors in the subject property.

15 212. Defendants AMN and RFC, Lenders for the Subject Loan, and WALMAR,
16 Broker for the Subject Loan, are "creditors" as defined by 15 U.S.C. Section 1602
17 (Lenders and Broker will be referred to as "Creditors" for the purposes of this First
Cause of Action).

18 213. As a consumer credit transaction, Creditors were required to provide Plaintiffs
19 with mandatory Truth-in Lending disclosure statements and notice of the
20 borrower's right to rescind, among many other disclosures. There is no evidence
21 that Plaintiff received Broker's early consumer loan mortgage document disclosure
22 within three (3) days from the day of Plaintiff's original loan application in
violation of the Truth in Lending Act 15 U.S.C. Section 1601.

23 214. There is no evidence that Plaintiff received Lenders' required early
24 disclosures, in violation of the Truth in Lending Act 15 U.S.C. Section 1601 given
25 that Plaintiff's loan is a residential mortgage transaction subject to the Real Estate
Settlement Procedures Act 12 U.S.C. Section 2602 et seq.

26
27 215. In the course of soliciting and executing the Subject Loan and/or extending
28 other consumer credit, said Creditors in numerous instances have violated the

1 requirements of TILA and Regulation Z. Said violations include but are not limited
2 to the following:

3 a. failing to make TILA disclosures in writing before consummation of a
4 consumer credit transaction, in violation of Sections 121(a) and 128(b) (1) of
5 TILA, 15 U.S.C. Sections 1601-1631 (a) and 1638 (b) (1), and Sections 226.17(a)
6 and (b) and 226.18 of Regulation Z, 12 C.F.R. Section 226.17(a) and (b), 226.18,
7 and 226.23 (a) (3), California Business and Professions Code Section 10240,
8 10248.3, 10241;

9 b. failing to make and deliver good faith estimates of the disclosures required by
10 15 U.S.C. Section 1601, 12 C.F.R. Section 226.19 (a), Section 226.18;

11 c. failing to disclose, or accurately disclose the following information:

12 i. the identity of the creditor making the disclosures, in violation of
13 Section 128(a) (1) of TILA, 15 U.S.C. Section 1638(a) (1), and Section
14 226.18(a) of Regulation Z, 12 C.F.R. Section 226.18;

15 ii. the amount financed, in violation of Section 128(a) (2) of TILA, 15
16 U.S.C. Section 1638(a) (2), and Section 226.18(b) of Regulation Z, 12
17 C.F.R. Section 226.18(b) (c);

18 iii. the finance charge, in violation of Sections 106 and 128(a) (3) of TILA,
19 15 U.S.C. Section 1605 and 1638(a) (3), and Sections 226.4 and
20 226.18(d) of Regulation Z, 12 C.F.R. Section 226.4 and 226.18(d);

21 iv. the annual percentage rate, in violation of Sections 107 and 128 (a) (4) of
22 TILA, 15 U.S.C. Section 1605-6 and 1638 (a) (3) (4), and Sections
23 226.18(e) and 226.22 of Regulation Z, 12 C.F.R. Section 226.18(e) and
24 226.22;

25 v. the payment schedule, in violation of Section 128(a) (6) of TILA, 15
26 U.S.C. Section 1638(a) (6), and Section 226.18(g) of Regulation Z, 12
27 C.F.R. Section 226.18(g);

28 vi. the total of payments, in violation of Section 128(a) (5) of TILA, 15
U.S.C. Section 1638(a) (5), and Section 226.18(h) of Regulation Z, 12
C.F.R. Section 226.18(h) i;

1 vii. whether or not a penalty may be imposed if the obligation is prepaid in
2 full, in violation of Section 128(a) (11) of TILA, 15 U.S.C. Section
3 1638(a) (11), and Section 226.18(k) (1) of Regulation Z, 12 C.F.R.
4 Section 226.18(k) (1);

5 viii. any dollar or percentage charge that may be imposed before maturity due to a
6 late payment, other than a deferral or extension charge, in violation of Section
7 128(a) (10) of TILA, 15 U.S.C. Section 1638(a) (10), and Section 226.18 (1) of
8 Regulation Z, 12 C.F.R. Section 226.18(1);

9 ix. the fact that the creditor has or will acquire a security interest in the consumer's
10 principal dwelling, in violation of Section 128(a) (9) of TILA, 15 U.S.C. Section
11 1638(a) (9), and Section 226.18(m) of Regulation Z, 12 C.F.R. Section 226.18(m);

12 x. the failure of Creditors to provide initial disclosures to Plaintiff;

13 xi. making consumer credit disclosures that do not reflect the terms of the legal
14 obligation between the parties, in violation of Section 226.17(c)(1) of Regulation
15 Z, 12 C.F.R. Section 226.17(c)(1); and

16 216. By failing to disclose, or accurately disclose, material credit information, as
17 described above, Creditors have engaged, and continue to engage, in deceptive acts
18 or practices.

19 217. Records in connection with the Subject Loan indicate that Creditors extended
20 credit to Plaintiff without regard for her ability to pay and falsified relevant income
21 and appraisal documents to ensure approval of the Subject Loan.

22 218. The statute of limitations for a TILA claim is subject to equitable tolling upon
23 the pleading of fraud. The doctrine of equitable tolling suspends the limitations
24 period until the borrower discovers or had reasonable opportunity to discover the
25 fraud or nondisclosures that form the basis of the TILA actions. Plaintiffs plead
26 Defendants' fraud throughout this Complaint. Due to Defendants' fraudulent
27 actions, the Statute of Limitations period has not yet expired.

28 219. As a result of these TILA violations, among others, Creditors are liable to
Plaintiff in the amount of twice the finance charge, actual damages to be
established at trial, and costs in accordance with 15 U.S.C. Section 1640. Plaintiff
are also entitled to an order requiring Creditors to take all actions necessary to

1 terminate any security interest in the subject residence created under the Subject
2 Loan and a declaration by this Court that the security interest is void; expungement
3 of any foreclosure instruments, including without limitation, the Notice of Default
4 and Notice of Trustee's Sale, relating to the Subject Loan from any public record;
5 removal of any derogatory information reported to any credit reporting agency or
6 credit reporting bureau relating to the Subject Loan; the return to Plaintiff of any
7 money given by Plaintiff to anyone, including said Creditors in connection with the
8 Subject Loan; statutory damages; costs and reasonable attorney's fees and such
9 other relief as this Court deems just and proper.

10 220. Moreover, said Creditors' conduct was willful, malicious and outrageous and
11 therefore punitive damages are warranted and demanded.

12 221. As a result of said Creditors' misconduct, Plaintiff is entitled to declaratory
13 and injunctive relief preventing said Creditors from taking any action to collect on
14 the Subject Loan and/or to foreclose upon the subject property, and/or to transfer
15 the subject property.

- 16 1. In violation of the federal Truth in Lending Act, AMN extended
17 credit to Plaintiff without regard to the consumer's repayment ability
18 as of the time of the loan consummation.
 - 19 2. Defendants, acted in concert with AMN to extend this credit.
 - 20 3. AMN acted without regard to repayment ability of Plaintiff.
 - 21 4. AMN and WALMAR overstated the assets, income, collateral, or
22 other financial information and committed forgery in order to qualify
23 Plaintiff for the adjustable rate mortgage in the amount of
24 \$556,000.00 for the first lien and \$69,500.00 for the junior lien.
 - 25 5. Defendants was aware of this overstatement .
 - 26 6. Defendants concealed this overstatement from Plaintiff.
- 27
28

- 1 7. AMN failed to disclose certain finance charges on the HUD-1
- 2 statement that were to be imposed as a part of the extension of credit
- 3 in the form of the mortgage and/or failed to explain how those
- 4 charges were to be determined.
- 5
- 6 8. Neither RFC nor AMN disclosed the payments made to and received
- 7 by AMN for its pre-selling and holding the mortgage for RFC.
- 8
- 9 9. This fee arrangement was paid in the form of an unlawful yield
- 10 spread premium, undisclosed to the borrower, but paid for by her in
- 11 the form of higher payments or interest over the life of the loan.
- 12
- 13 10. Defendants RFC and AMN concealed these facts from Plaintiff
- 14
- 15 11. This concealment prevented Plaintiff from readily discovering the
- 16 undisclosed acts.
- 17
- 18 12. Plaintiff was duly diligent in ascertaining these violations.
- 19
- 20

21 **SECOND CAUSE OF ACTION**
22 **VIOLATION OF CALIFORNIA RESIDENTIAL MORTGAGE LENDING**
23 **ACT CALIFORNIA FINANCIAL CODE SECTION 50000 ET AL**
(AGAINST ALL DEFENDANTS)

24 222. Plaintiff realleges and incorporates the preceding paragraphs of this
25 Complaint as if they were fully set forth herein.

26 223. At all times herein mentioned, Plaintiff is informed and believes that the
27
28

1 AMN and WALMAR failed to execute and provide copies of a Written Loan
2 Brokerage Agreement to Plaintiff in violation of California Financial Code Section
3 50000 et seq.

4 224. The statute of limitations for this Second Cause of Action is subject to
5 equitable tolling upon the pleading of fraud. Due to Defendants' fraudulent actions,
6 the Statute of Limitations period has not yet expired.

7 225. As a result of the said Defendants' acts, Plaintiff has suffered damages in an
8 amount to be proven at trial.

- 9 1. Defendant AMN and WALMAR failed to provide a Good Faith
10 Estimate in the time and manner as required by the Real Estate and
11 Settlement Procedures Act.
- 12 2. Defendant AMN's conduct as holding the pre-sold loan for RFC
13 amounts to acting as a straw man for which the borrower received no
14 value.
- 15 3. Defendants' misconduct was concealed from Plaintiff, which
16 prevented her from readily discovering the misconduct, which she
17 was duly diligent in attempting to ascertain.

18
19
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21
22 **THIRD CAUSE OF ACTION**
23 **VIOLATION OF CALIFORNIA CIVIL CODE SECTION 1916.7(10)**
24 **(AGAINST ALL DEFENDANTS)**

25 226. Plaintiff realleges and incorporates the preceding paragraphs of this
26 Complaint as if they were fully set forth herein.
27
28

1 227. California Civil Code Section 1916.7 provides that a lender must provide a
2 consumer with appropriate disclosures regarding the consumer's adjustable rate
3 loan. These disclosures include but are not limited to:

- 4 a. term of the loan;
5 b. payment adjustments;
6 c. monthly installments;
7 d. interest rate changes;
8 e. prepayment of the loan; and
9 f. written disclosure which includes the appropriate index within which the loan
10 interest will be measured by.

11 228. At all times herein mentioned, Plaintiff is informed and believes and thereon
12 allege that WALMAR and AMN violated California Civil Code Section 1916.7
13 (10) (c) by failing to provide Plaintiff with a disclosure regarding adjustable rate
14 mortgages.

15 229. Due to WALMAR and AMN's violation of California Code Section 1916.7
16 and TILA, Plaintiff was precluded from shopping around for a more competitively
17 priced loan, was deprived of an opportunity to make an informed decision as to
18 which loan product if any was suitable for her, and was not able to reasonably
19 decipher terms in her loan contract.

20 230. Pursuant to California Civil Code Section 1916.7, the interest rate of an
21 adjustable-payment, adjustable-rate mortgage loan must correspond directly to the
22 movement of an index which is selected but not controlled by the lender.

23 231. At all times herein mentioned, Plaintiff is informed and believes and thereon
24 allege that WALMAR and AMN intentionally restricted the downward adjustment
25 of Plaintiff's adjustable-rate mortgage loan regardless of the downward movement
26 of the index.

27 232. WALMAR and AMN's restriction of the downward adjustment regardless of
28 the downward movement of the index violates California Civil Code Section
1916.7 10 (c) II.

233. Pursuant to California Civil Code Section 1916.7, a lender is precluded from
charging a consumer a prepayment penalty if the borrowers prepay their loan in
whole or in part.

1 234. At all times herein mentioned, Plaintiff is informed and believes and thereon
2 alleges that WALMAR and AMN included a prepayment penalty in Plaintiff's
3 Adjustable Rate Loan in violation of California Civil Code Section 1916.7 (a) (8).

4 235. As a result of the WALMAR and AMN's acts, (1) Plaintiff has suffered
5 damages in an amount to be proven at trial and (2) Plaintiff is entitled to attorney's
6 fees, costs and statutory damages consisting of double the correctly calculated
finance charge.

7
8
9 **FOURTH CAUSE OF ACTION**
10 **VIOLATION OF EQUAL CREDIT OPPORTUNITY ACT**
11 **15 U.S.C. SECTION 1691**
12 **(AGAINST ALL DEFENDANTS)**

13 236 Plaintiff realleges and incorporates the preceding paragraphs of this
14 Complaint as if they were fully set forth herein.

15 237. At all times herein mentioned, Plaintiff is informed and believes and thereon
16 alleges that the WALMAR and AMN violated the Equal Credit Opportunity Act
17 by failing to make Plaintiff's credit scores available to her to ensure that they are
18 offered the same terms of credit issuance that other borrowers of equal
19 characteristics are entitled to.

20 238. Plaintiffs upon information and belief assert that as a result of WALMAR and
21 AMN's failure to disclose, Plaintiff was assessed higher credit charges than
22 similarly situated borrowers each time Plaintiff made a loan payment. Plaintiff
thus suffered continuing discriminatory practices.

23 239. As a result of the Defendant's acts, Plaintiff has suffered damages in an
24 amount to be proven at trial.

FIFTH CAUSE OF ACTION

**VIOLATION OF THE REAL ESTATE SETTLEMENT PRACTICES ACT
12 U.S.C. SECTION 2601
(AGAINST ALL DEFENDANTS)**

240. Plaintiff realleges and incorporates the preceding paragraphs of this Complaint as if they were fully set forth herein.

241. The Subject Loan is a mortgage loan subject to the provisions of the Real Estate Settlement Procedures Act set forth at 12 U.S.C. Section 2605 et seq. ("RESPA").

242. RESPA provides that in a residential mortgage a creditor shall make good faith estimates of loan disclosures before consummation of a loan or shall deliver or place them in the mail not later than three business days after the creditor receives the consumer's written application whichever is earlier. The purpose of RESPA is to ensure that borrowers are provided with a Standard Good Faith Estimate that clearly discloses key loan terms and closing costs.

243. A violation of RESPA is also made unlawful under California state law by Financial Code Section 50505, which states, "Any person who violates any provision of RESPA or any regulation promulgated thereunder, violates this division [California Residential Mortgage Lending Act]."

244. WALMAR and AMN violated RESPA at the time of closing the Subject Loan by failing to properly and accurately comply with disclosure requirements.

245. WALMAR and AMN failed to disclose all affiliated business arrangements to Plaintiff.

246. The statute of limitations for this Fourth Cause of Action is subject to equitable tolling upon the pleading of fraud. Due to Defendants' fraudulent actions, the Statute of Limitations period has not yet expired.

247. As a direct and proximate result of WALMAR and AMN's failure to comply with RESPA, Plaintiff has suffered and continues to suffer damages and costs of suit. Plaintiff is entitled to recover statutory damages, actual damages in an amount to be determined at trial, costs and reasonable attorney's fees incurred herein.

SIXTH CAUSE OF ACTION

**VIOLATION OF BUSINESS AND PROFESSIONS CODE § 17200, et seq.
(AGAINST ALL DEFENDANTS)**

248. Plaintiff realleges and incorporates the preceding paragraphs of this Complaint as if they were fully set forth herein.

249. The instant claim is predicated on the generally applicable duty of any contracting party to not omit material facts, and on the duty to refrain from unlawful, unfair and deceptive business practices. Plaintiff hereby seeks to enforce a general proscription on unfair business practices and the requirement to refrain from deceptive conduct. The instant claim is predicated on duties that govern anyone engaged in any business and anyone contracting with anyone else.

250. Plaintiff is a consumer who applied for a mortgage loan through AMN. The Loan Documents were pre-approved by RFC and, in each case, the Loan Documents failed to disclose and omitted material information that was known only to RFC and other participants in the scheme, and that could not reasonably have been discovered by Plaintiff set forth in the preceding causes of action.

251. Based on the Material Omissions and the other partially true statements and failures to disclose in the Loan Documents as alleged herein, Plaintiff agreed to finance her home through the subject Option ARM loan, and has actually been harmed.

252. RFC pre-approved the Loan Documents and would only purchase Option ARM loans from AMN that complied with the policies and procedures set forth in the RFC Client Guide. The Loan Documents were designed to mislead Plaintiff into believing that if she made payments based on the payment schedules provided to her before she entered into the subject loan, the principal balance would be reduced with each payment when it actually increased with each payment.

253. RFC pre-approved the Note, which set forth a teaser rate that was only in effect for 30 days and the TILDS which set forth payments based upon those teaser rates for the first three to five years of the loan. RFC knew, but the Loan Documents did not clearly disclose that these listed low payments in the TILDS were predicated on an interest rate which would not, in fact, exist after the first thirty days. RFC further knew, but the Loan Documents did not disclose, that negative amortization was *guaranteed* if Plaintiff made these listed low payments. RFC further knew, but the Loan Documents did not disclose, that the listed

1 payments set forth in the TILDS were calculated such that, if the payments were
2 made, borrowers actually would be paying off 115% of the original principal
3 balance. This information was material to any reasonable borrower, and the
4 omission of such material information would cause a reasonable borrower to
5 believe that the fully amortizing payments shown on the TILDS were in fact those
6 payments necessary to pay off the balance of the original amount financed (*i.e.*, the
7 original principal balance less principal payments made on account of that
8 balance), rather than 115% of the amount financed.

7 254. RFC provided a stream of funding to AMN that enabled AMN to originate the
8 subject Option ARM loans. As AMN did not fund the loans it originated, it relied
9 on warehouse lenders such as RFC to provide warehouse lines of credit that it used
10 to originate Option ARM loans. RFC also provided day-to-day financing to AMN
11 under the Client Contract between RFC and AMN. Pursuant to that agreement,
12 RFC agreed to purchase Option ARM loans from AMN provided that AMN
13 complied with RFC's policies and procedures as set forth in the RFC Client
14 Guide.

13 255. By engaging in the above-described acts and practices, Defendants has
14 committed one or more acts of unfair competition within the meaning of UCL.

15 256. Defendants misconduct, as alleged herein, gave it an unfair competitive
16 advantage over their competitors.

17 257. Unlawful: The unlawful acts and practices of Defendants alleged above
18 constitute unlawful business acts and/or practices within the meaning of UCL.
19 Defendants unlawful business acts and/or practices as alleged herein violated the
20 Federal Trade Commission Act, 15 U.S.C. § 45, *et seq.*, because at all times
21 relevant, Defendants misconduct and omissions alleged herein caused:
22 i) substantial injury to Plaintiff and the public, ii) had no countervailing benefit to
23 consumers or to competition that could possibly outweigh this substantial injury;
24 and iii) caused injury that could not have been avoided or even discovered by
25 ordinary consumers, because it resulted from Defendants failure to disclose and/or
26 omission of material information that only Defendants knew or could have known.

25 258. Plaintiff has incurred substantial financial injury because she has lost
26 substantial equity in her home due to the Option ARM loan scheme. There is no
27 countervailing benefit to consumers or competition that outweighs this substantial
28 injury. Plaintiff could not have avoided the substantial injury because RFC had
exclusive knowledge of the material facts but actively concealed these material

1 facts from Plaintiff through The Material Omissions. Thus, Defendants acts and/or
2 practices as alleged herein were unlawful within the meaning of Bus. & Prof. Code
3 17200, *et seq.*

4 259. Unfair: Defendants misconduct as alleged herein was unfair because it
5 offends established public policy or is immoral, unethical, oppressive,
6 unscrupulous or substantially injurious to consumers.

7 260. Defendants misconduct as alleged herein was unfair because it is contrary to
8 the public policy expressed in the UCL to protect consumers from ongoing
9 wrongful business conduct in whatever context such activity may occur.

10 261. Defendants' misconduct as alleged herein was unfair because (i) it caused
11 Plaintiff substantial injury by, among other things, causing her to lose equity in her
12 home, (ii) there were absolutely no countervailing benefits to consumers or to
13 competition that could possibly outweigh this substantial injury, and (iii) this
14 injury could not have been avoided or even discovered by the consumers, because
15 it resulted from Defendants' failure to disclose and/or omission of material
16 information in the Loan Documents that only Defendants and other participants in
17 the scheme knew or should have known.

18 262. Plaintiff has been substantially injured because she has lost substantial equity
19 in her home due to the Option ARM loan scheme. Defendants' misconduct as
20 alleged herein is contrary to the public policy expressed in the UCL because the
21 Loan Documents approved by Defendants failed to disclose important material
22 facts concerning Plaintiff's Option ARM loan, including that negative amortization
23 was absolutely guaranteed to occur if Plaintiff made payments according to the
24 payment schedule provided in the Note and TILDS. There is no countervailing
25 benefit to consumers or competition that outweighs the substantial injury Plaintiff
26 has suffered. Plaintiff could not have avoided the substantial injury because
27 Defendants had exclusive knowledge of the material facts but actively concealed
28 these material facts from Plaintiff through The Material Omissions. Thus,
29 Defendants' acts and/or practices as alleged herein were unfair within the meaning
30 of Cal. Bus. & Prof. Code § 17200, *et seq.*

31 263. Fraudulent: Through its omissions and/or acts, practices and non-disclosures
32 as alleged herein, RFC pre-approved the Loan Documents that AMN used to
33 originate the subject Option ARM loans in order to deceive the public through The
34 Material Omissions leading to consumer confusion, including, but not limited to
35 the fact that, for the first three to five years, the loans were negatively amortizing

1 loans. Said omissions, acts, practices and non-disclosures as alleged herein
2 therefore constitute fraudulent business acts and/or practices within the meaning of
3 UCL.

4 264. Defendants' conduct, as fully described above, was designed to and was
5 therefore likely to deceive members of the consuming public, and at all times,
6 Defendants' participation in the scheme alleged herein that allowed those
7 documents to be delivered to Plaintiffs, have been and continue to be unfair,
8 fraudulent, untrue and/or deceptive.

9 265. As a direct and proximate result of the aforementioned omissions, acts and
10 practices, Defendants received monies and continue to hold the monies expended
11 by Plaintiff similarly situated who purchased the Option ARM loan as described
12 herein.

13 266. The unfair, deceptive and/or fraudulent business practices of Defendants, as
14 fully described herein, present a continuing threat to members of the public to be
15 misled and/or deceived by the Loan Documents at issue, as described herein.
16 Plaintiff and the general public have no other remedy of law that will prevent
17 Defendants misconduct as alleged herein from occurring and/or reoccurring in the
18 future.

19 267. Plaintiff is informed and believes, and thereon alleges, that WALMAR, RFC
20 and AMN, committed unlawful, unfair and/or fraudulent business practices, as
21 defined by California Business and Professions Code Section 17200, by engaging
22 in unlawful, unfair, and fraudulent business practices as alleged throughout this
23 complaint. This includes but is not limited to predatory lending practices such as:

24 a. Failure to exercise due diligence regarding underwriting standards and
25 Plaintiff's ability to repay the adjustable rate mortgage.

26 b. Offering Plaintiff an adjustable rate mortgage despite Plaintiff not being able to
27 afford the loan under a debt ratio analysis.

28 c. Offering Plaintiff an adjustable rate mortgage despite Plaintiff not being able to
afford the loan under a stated income analysis.

- 1 d. Failure to use a realistic means test to determine whether Plaintiff could afford
- 2 the adjustable rate mortgage at the qualified initial rate and fully indexed and
- 3 amortized rate.
- 4 e. Failure to verify Plaintiff's income with income verification documents.
- 5 f. Overstating Plaintiff's income, assets and debts on the loan documents.
- 6 g. Failure to demand Plaintiff's proof of employment.
- 7 h. Failure to perform a Debt and Real Income analysis to determine if Plaintiff
- 8 could afford her adjustable rate mortgage loan payments.
- 9 i. Stating the Plaintiff's income and assets in the loan application preventing a final
- 10 determination as to whether Plaintiff qualified for the adjustable rate mortgage.
- 11 j. Placing Plaintiff in a loan whereby it was likely that she would default or incur
- 12 bankruptcy as a result of the loan and it was reasonably foreseeable that such
- 13 would occur.
- 14 k. Placing Plaintiff in a loan that they could not afford to pay.
- 15 l. Placing Plaintiff in a loan with no tangible benefit to her.
- 16 m. Failure to provide Plaintiff with a lender broker agreement.
- 17 n. Engaging in aggressive marketing of credit to prospective borrowers like
- 18 Plaintiff who cannot afford credit on the terms being offered.
- 19 o. Extending credit to Plaintiff based on the liquidation value of the collateral
- 20 rather than Plaintiff's ability to pay.
- 21 p. Requiring Plaintiff to pay interest rates, fees and/or other charges not justified by
- 22 marketplace economics in place at the time that the adjustable rate mortgage was
- 23 created.
- 24 q. Approving Plaintiff's loan with a high debt ratio without determining Plaintiff's
- 25 ability to repay the loan.
- 26 r. Approving Plaintiff for an adjustable rate mortgage where she has little or no
- 27 equity in her home precluding her from refinancing when the rate adjusts because
- 28 of Plaintiff's lack of equity.

- s. Approving Plaintiff for an adjustable rate mortgage loan where she qualified at the initial teaser fixed rate only.
 - t. Marketing the adjustable rate mortgage to Plaintiff and other borrowers to avoid disclosure of all material terms.
 - u. Utilizing a stated-income loan application for Plaintiff when she had the ability to obtain income verification documents.
 - v. Failure to use due diligence in underwriting the loan.
 - w. Offering borrowers such as Plaintiff a loan program materially more expensive in terms of fees, charges, and/or interest rates than alternative financing for which the borrower qualifies.
 - x. Incorporating pre-dispute, mandatory, binding arbitration clauses which limit the rights of borrowers such as Plaintiff to seek relief through the judicial process for any and all claims and defenses the borrower may have against the mortgage lender, mortgage broker or other party involved in the loan transaction.
 - y. Badgering homeowners such as Plaintiff with advertisements and solicitations that tout the benefits of consolidating bills into a mortgage loan increasing the risk of foreclosures and length of time to pay off the debt.
 - z. Engaging in equity stripping by removing the equity from Plaintiff's home through repeated refinances.
 - aa. Violation of RESPA at the time of closing the Subject Loan by failing to properly and accurately comply with disclosure requirements.
 - bb. Failure to disclose the relationship between the mortgage broker and lender.
 - cc. Committing forgery and falsifying income on Plaintiff's Loan application.
268. Broker and Lenders' practices violate TILA Section 226.34 by failing to carefully consider consumers repayment ability and by failing to make the appropriate disclosures under TILA and the Real Estate Settlement Practices Act.

1 269. As a result of Defendants' actions, Plaintiff is entitled to TILA and RESPA
2 damages. Also, Plaintiffs are entitled to actual damages pursuant to California
3 Business and Professions Code Section 17200.

4
5 270. As a direct result of Defendants' acts, Plaintiff has incurred actual damages
6 consisting of mental and emotional distress, nervousness, grief, embarrassment,
7 loss of sleep, anxiety, worry, mortification, shock, humiliation, indignity, pain and
8 suffering, and other injuries.

9
10 271. Plaintiff has incurred out of pocket monetary damages.

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12 272. Plaintiff continues to incur monetary damages.

13
14 273. Plaintiff will incur the loss of her personal residence if a non-judicial
15 foreclosure is allowed to proceed.

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17 274. Each of Defendants' harassing acts were so willful, vexatious, outrageous,
18 oppressive, and maliciously calculated enough, so as to warrant statutory penalties
19 and punitive damages. Plaintiffs request rescission of the foreclosure.

20
21 275. As a direct and proximate result of Defendants' unfair and/or fraudulent
22 conduct alleged herein, Plaintiff and others have lost hundreds of thousands if not
23 millions of dollars of equity in their homes. Plaintiff is a direct victim of
24 Defendants' unlawful conduct, and has suffered injury in fact, and has lost money
25 as a result of Defendants' unfair competition.

26 276. WHEREFORE, Plaintiff is entitled to equitable relief, including restitution,
27 restitutionary disgorgement of all profits accruing to Defendants because of its
28 unfair, fraudulent, and deceptive acts and/or practices, attorney's fees and costs,

1 declaratory relief, and a permanent injunction enjoining Defendants from its unfair,
2 fraudulent and deceitful activity.

3
4 **SEVENTH CAUSE OF ACTION**
5 **Violation Of Civil Code §1572**
6 **(AGAINST ALL DEFENDANTS)**

7
8 277. Plaintiff realleges and incorporates the preceding paragraphs of this
9 Complaint as if they were fully set forth herein.

10
11
12 278. The misrepresentations by Defendants' and/or Defendants' predecessors,
13 failures to disclose, and failure to investigate as described above were made with
14 the intent to induce Plaintiff to obligate herself on the Loan in reliance on the
15 integrity of Defendants and/or Defendants' predecessors.

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19 279. Plaintiff is an unsophisticated customer whose reliance upon Defendants
20 and/or Defendants' predecessors was reasonable and consistent with the
21 Congressional intent and purpose of *California Civil Code § 1572* enacted in 1872
22 and designed to assist and protect consumers similarly situated as Plaintiff in this
23 action.
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1 280. As an unsophisticated customer, Plaintiff could not have discovered the true
2 nature of the material facts on her own.
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5 281. The accuracy by Defendants and/or Defendants' predecessors of
6 representation is important in enabling consumers such as Plaintiff to compare
7 market lenders in order to make informed decisions regarding lending transactions
8 such as a loan.
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12 282. Plaintiff was ignorant of the facts which Defendants and/or Defendants'
13 predecessors misrepresented and failed to disclose.
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16 283. Plaintiff's reliance on Defendants and/or Defendants' predecessors was a
17 substantial factor in causing her harm.
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21 284. Had the terms of the Loan been accurately represented and disclosed by
22 Defendants and/or Defendants' predecessors, Plaintiff would not have accepted the
23 Loan nor been harmed.
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1 285. Had Defendants and/or Defendants' predecessors investigated Plaintiff's
2 financial capabilities, they would have been forced to deny Plaintiff on this
3 particular loan.
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6 286. Defendants and/or Defendants' predecessors conspired and agreed to
7 commit the above- mentioned fraud.
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10 287. As a proximate result of Defendants and or Defendants' predecessors fraud,
11 Plaintiff has suffered damage in an amount to be determined at trial.
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15 288. The conduct of Defendants and/or Defendants' predecessors as mentioned
16 above was fraudulent within the meaning of *California Civil Code § 3294(c)(3)*,
17 and by virtue thereof Plaintiff is entitled to an award of punitive damages in an
18 amount sufficient to punish and make an example of the Defendants.
19

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21
22 **EIGHTH CAUSE OF ACTION**
23 **INTENTIONAL MISREPRESENTATION**
24 **(AGAINST ALL DEFENDANTS)**

25 289. Plaintiff realleges and incorporates the preceding paragraphs of this
26 Complaint as if they were fully set forth herein.

27 290. As alleged herein, Broker and Lender have made several representations to
28 Plaintiff regarding material facts concerning the Subject Loan and the subject
property. Broker and Lender furthermore fraudulently and with intent concealed

1 and omitted key terms of the Subject Loan agreement, including but not limited to
2 the nature of the adjustable interest rate.

3 291. Broker and Lender representations concerning the Subject Loan and the
4 subject property were material to Plaintiff's decision to finance the subject
5 property and make monthly payments in connection with the Subject Loan, and
6 these representations were false.

7 292. Broker and Lender made the representations to Plaintiff with knowledge of
8 their falsity or with reckless disregard for their truth or falsity.

- 9 1. During the time of the loan application, Defendants misrepresented to
10 Plaintiff (a) her ability to repay the loan and (b) her qualifications for
11 the loan in the amount of \$556,000.00.
- 12 2. During the time of the closing, Defendants misrepresented to Plaintiff
13 (a) her ability to repay the loan; (b) her qualifications for the loan in
14 the amount of \$556,000.00; (c) the identity of the recipients of fees to
15 be paid on the HUD-1; (d) the fees that AMN was paid by RFC; (e)
16 that her loan was pre-sold to RFC and (f) that the price of her loan
17 was based on an inflated appraisal report.
- 18 3. Defendants made these misrepresentations knowing they were false,
19 with the purpose of inducing Plaintiff to obtain credit from AMN.
- 20 4. Defendants had an obligation to disclose the truth.
- 21 5. Plaintiff relied on these misrepresentations and had the right to do so.
- 22 6. These misrepresentations denied Plaintiff the opportunity to find
23 cheaper credit and/or a non-predatory loan. As a result, she has been
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1 injured in that she paid more for the credit she was defrauded into
2 obtaining and that her predatory loan was the proximate cause of her
3 pending foreclosure.
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8 **NINTH CAUSE OF ACTION**
9 **FRAUDULENT CONCEALMENT**
10 **(AGAINST ALL DEFENDANTS)**

11 293. Plaintiff realleges and incorporates the preceding paragraphs of this
12 Complaint as if they were fully set forth herein.

13 294. Defendant Broker and Lender owed a legal duty to disclose certain documents
14 and facts related to the Subject Loan.

15 295. Broker and Lender fraudulently and with intent concealed and omitted key
16 terms of the Subject Loan agreement, including but not limited to the nature of the
17 adjustable interest rate. Considering Broker and Lender's bargaining position and
18 knowledge of the nature of the adjustable rate mortgage, Plaintiff could not
19 reasonably obtain the concealed information from third party sources.

20 296. Defendants' intentional omissions concerning the Subject Loan and the
21 subject property were material to Plaintiff's decision to finance the subject
22 property and make monthly payments in connection with the Subject Loan.

23 297. Broker and Lender concealed information regarding the Subject Loan with
24 knowledge and the intent to deceive Plaintiff and to induce them into
25 consummating the Subject Loan.

26 298. Plaintiff was induced to her detriment to proceed to closing on the Subject
27 Loan.

28 299. But for Broker and Lender's omissions, Plaintiff would not have
consummated the Subject Loan.

1 300. As a result of Broker and Lender's fraudulent concealment and omissions,
2 Plaintiff has been injured in an amount in excess of this Court's jurisdictional
3 minimum, which amount will be proven at trial.

4 301. Broker and Lender's conduct was willful, oppressive and fraudulent, and an
5 award of punitive damages is justified in an amount to be determined at trial.

6 302. As a result of the above-alleged misconduct, Plaintiff has been required to
7 commence and prosecute this action, and may incur attorney's fees and costs in an
8 amount to be proven at trial. Pursuant to the controlling contractual document(s)
9 and/or applicable law, Plaintiff is entitled to recover their costs and reasonable
10 attorneys' fees.

- 11 1. During the time of the loan application, Defendants misrepresented to
12 Plaintiff (a) her ability to repay the loan and (b) her qualifications for
13 the loan in the amount of \$556,000.00.
- 14 2. During the time of the closing, Defendants misrepresented to Plaintiff
15 (a) her ability to repay the loan; (b) her qualifications for the loan in
16 the amount of \$556,000.00; (c) the identity of the recipients of fees to
17 be paid on the HUD-1; (d) the fees that AMN was paid by RFC; (e)
18 that her loan was pre-sold to RFC and (f) that the price of her loan
19 was based on an inflated appraisal report.
- 20 3. Defendants made these misrepresentations knowing they were false,
21 with the purpose of inducing Plaintiff to obtain credit from AMN.
- 22 4. Defendants had an obligation to disclose the truth.
- 23 5. Plaintiff relied on these misrepresentations and had the right to do so.

1 6. These misrepresentations denied Plaintiff the opportunity to find
2 cheaper credit and/or a non-predatory loan. As a result, she has been
3 injured in that she paid more for the credit she was defrauded into
4 obtaining and that her predatory loan was the proximate cause of her
5 pending foreclosure.
6

7
8 **TENTH CAUSE OF ACTION**
9 **NEGLIGENT MISREPRESENTATION**
10 **(AGAINST ALL DEFENDANTS)**

11 303. Plaintiff realleges and incorporates the preceding paragraphs of this
12 Complaint as if they were fully set forth herein.

13 304. As alleged herein, Broker and Lender have made several representations to
14 Plaintiff regarding material facts concerning the Subject Loan and the subject
15 property.
16 Broker and Lender furthermore fraudulently and with intent concealed and omitted
17 key terms of the Subject Loan agreement, including but not limited to the nature of
18 the adjustable interest rate.

19 305. Broker and Lender's representations concerning the Subject Loan and the
20 subject property were material to Plaintiff's decision to refinance the subject
21 property and make monthly payments in connection with the Subject Loan, and
22 these representations were false.

23 306. Broker and Lender made the representations to Plaintiff with knowledge of
24 their falsity, with reckless disregard for their truth or falsity, or without a
25 reasonable basis to believe that they were true and with the knowledge or
26 expectation that Plaintiff would rely on the representations.

27 307. Broker and Lender made the representations to Plaintiff with the knowledge
28 and intent that Plaintiff would rely on the representations and with the intent to
29 deceive Plaintiff and to induce them into consummating the Subject Loan.

1 308. In reasonable and justifiable reliance on Broker and Lender's representations,
2 and without knowledge of their falsity, Plaintiff was induced to her detriment to
3 proceed to closing on the Subject Loan.

4 309. But for said Defendants' representations, Plaintiff would not have
5 consummated the Subject Loan.

6 310. As a result of said Defendants' intentional and fraudulent misrepresentations
7 and Plaintiffs' reasonable and justifiable reliance thereon, Plaintiffs have been
8 injured in an amount in excess of this Court's jurisdictional minimum, which
9 amount will be proven at trial.

10 311. Defendants' conduct was willful, oppressive and fraudulent, and an award of
11 punitive damages is justified in an amount to be determined at trial.

12 312. As a result of the above-alleged misconduct, Plaintiff has been required to
13 commence and prosecute this action, and may incur attorney's fees and costs in an
14 amount to be proven at trial. Pursuant to the controlling contractual document(s)
15 and/or applicable law, Plaintiff is entitled to recover their costs and reasonable
16 attorneys' fees.

17 1. During the time of the loan application, Defendants misrepresented to
18 Plaintiff (a) her ability to repay the loan and (b) her qualifications for
19 the loan in the amount of \$556,000.00.

20 2. During the time of the closing, Defendants misrepresented to Plaintiff
21 (a) her ability to repay the loan; (b) her qualifications for the loan in
22 the amount of \$556,000.00; (c) the identity of the recipients of fees to
23 be paid on the HUD-1; (d) the fees that AMN was paid by RFC; (e)
24 that her loan was pre-sold to RFC and (f) that the price of her loan
25 was based on an inflated appraisal report.
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3. Defendants made these misrepresentations knowing they were false,
with the purpose of inducing Plaintiff to obtain credit from AMN.
4. Defendants had an obligation to disclose the truth.
5. Plaintiff relied on these misrepresentations and had the right to do so.
6. These misrepresentations denied Plaintiff the opportunity to find
cheaper credit and/or a non-predatory loan. As a result, she has been
injured in that she paid more for the credit she was defrauded into
obtaining and that her predatory loan was the proximate cause of her
pending foreclosure.

ELEVENTH CAUSE OF ACTION
Breach of Contract
(AGAINST ALL DEFENDANTS)

313. Plaintiff realleges and incorporates the preceding paragraphs of this Complaint as if they were fully set forth herein.

314. On December 2, 2006, Plaintiffs executed a note, a deed of trust and other related documents to borrow \$556,000.00, secured by the subject property (hereinafter the "Subject Loan"). The terms of the loan were memorialized in a promissory note which was in turn secured by a deed of trust on the subject property. The deed of trust identified AMN as the lender. The deed of trust identified First American as the Title Insurer/Escrow Holder/Trustee. The deed of trust identified WALMAR as the mortgage broker. The deed of trust further identified MERS as the nominal beneficiary.

1 315. Plaintiffs fully and faithfully performed all of the covenants, terms,
2 conditions, and obligations required under the loan agreement for the Subject Loan
3 on her part to be performed.

4
5 316. Broker and Lenders breached their agreement by, among other things, failing
6 to provide Plaintiffs with required disclosures.

7
8 317. As a result of said Broker and Lenders' breach of the Subject Loan agreement
9 in connection with the Subject Loan, Plaintiffs' home has been foreclosed upon.

10
11 318. As a direct and proximate result of Broker and Lenders' breaches of the
12 Subject Loan agreement, Plaintiffs have suffered damages in an amount in excess
13 of this Court's jurisdictional minimum, which amount will be proven at trial.

14
15 319. Plaintiffs further seeks, as a result of said defendants' breaches of the Subject
16 Loan agreement, restitution, disgorgement of sums wrongfully obtained, costs of
17 suit, reasonable attorney's fees, and such other and further relief as the Court may
18 deem just and proper.

19
20 320. The Plaintiff's loan agreement set forth conditions under which the deed of
21 trust could be assigned or transferred.

22 321. Defendants violated those conditions in successive, illegal attempts to assign
23 the Trust Deed to third parties.

24 322. As a proximate result of the Defendants' breaches, the Plaintiff has suffered
25 compensatory damages in an amount to be proven at trial.

26
27 **TWELFTH CAUSE OF ACTION**
28 **Breach of Implied Covenant of Good Faith and Fair Dealing**
(AGAINST ALL DEFENDANTS)

1 323. Plaintiff realleges and incorporates the preceding paragraphs of this
2 Complaint as if they were fully set forth herein.

3
4 324. California law inserts an implied covenant of good faith and fair dealing into
5 every contract. The documents in connection with the Subject Loan including,
6 without limitation, the Subject Loan agreement, promissory note and deed of trust,
7 all therefore include an implied covenant of good faith and fair dealing.

8
9 325. A party to a contract breaches the implied covenant of good faith and fair
10 dealing by interfering with or failing to cooperate with the plaintiff in the
11 performance of the contract.

12
13 326. At all times relevant herein, Broker and Lenders agreed to act in good faith
14 and deal fairly with Plaintiffs upon entering into the Subject Loan and accepted
15 payments from Plaintiffs.

16
17 327. Broker and Lenders breached the implied covenant of good faith and fair
18 dealing by:

- 19 a. Failing to disclose key terms, including but not limited to the nature of the
20 adjustable interest rate.
21 b. Failing to reasonably evaluate Plaintiffs' ability to pay or perform.
22 c. Providing Plaintiffs the Subject Loan with knowledge of Plaintiffs' inability to
23 pay or perform.

24
25 328. Plaintiff is informed and believes that Defendants have profited from the
26 Subject Loan transaction with Plaintiff and will profit from non-performance of the
27 Subject Loan.
28

1 329. Plaintiff, on information and belief, alleges that Broker and Lenders executed
2 the Subject Loan with disregard for Plaintiff's ability to perform. Defendants,
3 beyond failing to cooperate with Plaintiff's performance, instead intended for or
4 anticipated Plaintiff's nonperformance. Broker and Lenders, in bad faith, entered
5 the Subject Loan in anticipation of non-performance and foreclosure.

6
7 330. Plaintiff is informed and believes, and thereon alleges, that Defendants have a
8 pattern and practice of similar bad faith conduct toward other borrowers in similar
9 situations.

10
11 331. The statute of limitations for this Twelfth Cause of Action is subject to
12 equitable tolling upon the pleading of fraud. Due to Defendants' fraudulent actions,
13 the Statute of Limitations period has not yet expired.

14
15 332. As a proximate result of Defendants' breaches of the covenant of good faith
16 and fair dealing alleged herein, Plaintiffs have suffered damages, incurred
17 attorneys' fees and costs, emotional distress and other economic losses and
18 damages in an amount in excess of this Court's jurisdictional minimum, which
19 amount will be proven at trial.

20
21 333. Defendants pursued said course of conduct intentionally and maliciously and
22 in conscious disregard of the rights of Plaintiffs and their economic interests.
23 Further Defendants' actions were made with the intent to intimidate, vex and
24 harass Plaintiffs, so as to discourage them from pursuing their rights under the
25 Subject Loan. In order to deter such conduct or said defendants in the future and to
26 prevent repetition thereof as a practice, by way of punishment and as example.
27 Plaintiffs pray that exemplary damages be awarded according to proof at trial
28 pursuant to California Civil Code Section 3294.

1
2 334. Every contract imposes upon each party a duty of good faith and fair dealing
3 in its performance and its enforcement. This implied covenant of good faith and
4 fair dealing requires that no party will do anything that will have the effect of
5 impairing, destroying, or injuring the rights of the other party to receive the
6 benefits of their agreement. The covenant implies that in all contracts each party
7 will do all things reasonably contemplated by the terms of the contract to
accomplish its purpose. This covenant protects the benefits of the contract that the
parties reasonably contemplated when they entered into the agreement.

8 335. Alternatively, if the note and deed of trust was validly and properly assigned
9 to the Defendants, the Defendants did not act in good faith and did not deal fairly
10 with the Plaintiff in connection with the note and deed of trust when they: (1)
11 Illegally attempted to transfer the deed of Trust by assignments; (2) back dated
12 documents; (3) failed to notarize the Notice of Default and Election to sell; (4)
failed to notarize both Notice of Trustee's Sale documents;

13 336. The Defendants enjoyed substantial discretionary power affecting the rights
14 of the Plaintiff during the events alleged in this Complaint. They were required to
15 exercise such power in good faith.

16 337. The Defendants engaged in such conduct to drive the Plaintiff into
17 foreclosure so that they could acquire the Subject Property. These actions were a
18 bad faith breach of the contract between the Plaintiff and the Defendants which
19 show that they had no intention of performing the contract, consisting of the
original note and deed of trust, in good faith.

20 338. As a result of the Defendants' breaches of this covenant, the Plaintiff has
21 suffered general and special damages in an amount to be determined at trial.

22
23 **THIRTEENTH CAUSE OF ACTION**
24 **BREACH OF FIDUCIARY DUTY**
25 **(AGAINST ALL DEFENDANTS)**

26 339. Plaintiff realleges and incorporates the preceding paragraphs of this
27 Complaint as if they were fully set forth herein.
28

1 340. Broker and Lender offered their services as agents for the purpose of
2 providing Plaintiffs with the Subject Loan. As such, these Defendants were the
3 agents of Plaintiff.

4 341. Pursuant to the agreement to refinance the subject property and obtain the
5 Subject Loan, Plaintiff agreed to pay a commission from the proceeds of the loan.

6 342. Broker and Lender by and through their agents, owed a fiduciary duty to
7 Plaintiff to act primarily for their benefit, to act with proper skill and diligence, and
8 not to make a personal profit from the agency at the expense of its principal.

9 343. As Plaintiff's agents, Broker and Lender owed a duty of loyalty and duty to
10 deal fairly with Plaintiff at all times.

11 344. Broker and Lender willfully and intentionally breached their fiduciary
12 obligations and their duty of loyalty to Plaintiff by obtaining the Subject Loan with
13 unfavorable terms and for a self-serving purpose, knowing Plaintiff did not have
14 the financial means to ultimately make monthly payments in connection with the
15 Subject Loan. Further, Defendants breached their fiduciary duty and duty of
16 loyalty by not disclosing to Plaintiff, as required by federal law and state law, all
17 adverse consequences of the Subject Loan, by securing an undisclosed profit for
18 the sale and servicing of the Subject Loan in violation of TILA and RESPA,
19 among other statutes, and by engaging in unfair business practices.

20 345. As a direct and proximate result of Broker and Lender's breaches as alleged
21 herein, Plaintiff has been damaged and is entitled to actual damages.

22 346. Broker and Lender's willful, oppressive, intentional and malicious breaches of
23 fiduciary duty authorize the imposition of exemplary damages pursuant to
24 California Civil Code Section 3294.

25 **FOURTEENTH CAUSE OF ACTION**
26 **Fraudulent Omissions**
27 **(AGAINST ALL DEFENDANTS)**

28 347. Plaintiff realleges and incorporates the preceding paragraphs of this
Complaint as if they were fully set forth herein.

1 348. Under California law, the Loan Documents' partial representations that
2 omitted material facts, created a duty to disclose all material facts concerning
3 Plaintiff's Option ARM loan. Thus, the partial representations in the Loan
4 Documents created a duty to disclose to Plaintiff that: (i) the low interest rate in the
5 Note was only available for thirty days if at all; (ii) the monthly payment amounts
6 for the first three to five years provided to Plaintiff on the TILDS were insufficient
7 to pay both principal and interest; (iii) negative amortization was absolutely certain
8 to occur if Plaintiff made payments according to the payment schedule provided in
9 the Loan Documents; and that (iv) loss of equity and/or loss of Plaintiff's residence
10 was certain to occur if Plaintiff made payments according to the payment
11 schedule.

12 349. The Note at issue states: "I will make a payment every month" [and] "I will
13 make these payments every month until I have paid all the *Principal and Interest*
14 and any other charges described below that I may owe under this Note." (emphasis
15 added). The Note then states, while referencing the Payment Cap provision, that
16 "[t]his Payment Cap applies only to the *Principal and Interest* payment ..."
17 (emphasis added). And, under the heading "BORROWERS FAILURE TO PAY
18 AS REQUIRED," the Note state "[t]he amount of the charge will be 5.000% of my
19 overdue payment of *Principal and Interest*." (emphasis added). These partial
20 representations failed to disclose that the payment amounts prescribed in the Loan
21 Documents were certain to result in negative amortization. Had the Loan
22 Documents disclosed this information, Plaintiff would not have purchased the loan.

23 350. The Note further states: "For each month that my monthly payment is less
24 than the interest portion, the Note Holder will subtract the amount of my monthly
25 payment from the amount of the interest portion and will add the difference to my
26 unpaid principal, and interest will accrue on the amount of this difference at the
27 interest required by Section 2." However, the Loan Documents failed to disclose
28 the material fact that the payment schedules in the TILDS could not possibly cover
the amount of interest due under any conceivable index rate plus the margin after
the first thirty days. To be accurate and complete, the Notes should have disclosed
that if the borrower followed the payment schedules, the monthly payments would
not cover the amount of interest due and negative amortization would occur. Had
the Loan Documents disclosed this information, Plaintiff would not have
purchased the loans.

351. The Note further states, "my Minimum Payment could be less than or greater
than the amount of the amount of the interest portion of the monthly payment..."
(emphasis added). And, under "Payment Options" the Notes state: "Lender may

1 provide me with up to three (3) additional payment options that are greater than the
2 Minimum Payment..." However, the so called "Payment Options" that the lender
3 "may provide" were not disclosed to Plaintiff before they entered into the subject
4 Option ARM loan. It was only after Plaintiff entered into the loan that she was
5 provided crucial material information about the true cost of her loan, and by then,
6 it was too late as the borrower was already locked into the loan, which contained
7 heavy prepayment penalties. Had the Loan Documents disclosed this information,
8 Plaintiff would not have purchased the loans.

9 352. The Note further states, under "Amount of My Initial Monthly Payments"
10 "Each of my initial monthly payments until the first Payment Change Date will be
11" and then, under "Payment Change Dates" it states "My monthly payment *may*
12 *change...*" (emphasis added). However, under the terms of the subject Option ARM
13 loan, Plaintiff's loan "payment" was *absolutely guaranteed to go up the very next*
14 *month*. In particular, the Loan Documents failed to disclose and omitted the
15 material fact that while the initial monthly payment amount would remain
16 constant, the actual amount owed each month for the loan was absolutely
17 guaranteed to go up. Had the Loan Documents disclosed this information, Plaintiff
18 would not have purchased the loans.

19 353. RFC pre-approved the Note, which set forth a teaser rate that was only in
20 effect for 30 days and the TILDS which set forth payments based upon those teaser
21 rates for the first three to five years of the loan. RFC knew, but the Loan
22 Documents did not disclose, that these listed low payments in the TILDS were
23 predicated on an interest rate which would not exist after the first thirty days. RFC
24 knew, but the Loan Documents did not disclose, that negative amortization was
25 *guaranteed* if borrowers made these listed low payments. RFC further knew, but
26 the Loan Documents did not disclose, that the listed payments set forth in the
27 TILDS were calculated such that, if the payments were made, borrower would
28 actually be would be paying off 115% of the original principal balance. While
providing a stream of financing to AMN, RFC was aware of The Material
Omissions, and it approved the specific language that was used to create those
omissions. This information was material to any reasonable borrower, and the
omission of such material information would cause a reasonable borrower to
believe that the fully amortizing payments shown on the TILDS were in fact those
payments necessary to pay off the balance of the original amount financed (*i.e.*, the
original principal balance less principal payments made on account of that
balance), rather than 115% of the amount financed. Had the Loan Documents
disclosed this information, Plaintiff would not have purchased the loans.

1 354. Defendants are liable under this Cause of Action because they were aware of
2 The Material Omissions and provided a stream of funding to AMN that enabled
3 AMN to originate the subject Option ARM loan. This stream of funding provided
4 AMN with day-to-day financing in two ways:

5 a. First, AMN did not fund its own loan originations; rather it obtained the funds to
6 originate loans from warehouse lines of credit provided by RFC. After originating
7 a loan, AMN immediately sold it to RFC to be securitized in order to pay back the
8 line of credit that it used to fund the loan.

9 b. Second, AMN received day-to-day financing from RFC pursuant to the Client
10 Contract between AMN and RFC. Pursuant to that contract, RFC agreed to
11 purchase Option ARM loans originated by AMN provided that the loans complied
12 with the standards set forth in RFC's Client Guide. Thus, the Client Contract
13 guaranteed that AMN would have an immediate buyer for the Option ARM loans it
14 originated.

15 355. At all times relevant, RFC and other participants in the scheme had exclusive
16 knowledge of these material facts, but actively concealed the material facts from
17 Plaintiff. In those cases where the Loan Documents did make some disclosures
18 about the "subjects" at issue, the Loan Documents made only partial
19 representations while suppressing material facts, as alleged herein. The Loan
20 Documents' concealment, omissions and partial representations occurred prior to
21 the consummation of the loan transactions with Plaintiff. Plaintiffs not presently
22 aware of the identities of all the specific executives and employees responsible for
23 the fraudulent scheme at issue; however, Defendants know such facts, which can
24 be determined in discovery.

25 356. The omitted information, as alleged herein, was objectively material to both
26 the interest rate and the amount of payments, which are the two most important
27 features of any mortgage loan. Had the Loan Documents disclosed this
28 information, Plaintiff would not have purchased the loans.

357. As a direct and proximate result of the Loan Documents' failures to disclose
and omission of material facts, as alleged herein, Plaintiff have suffered damages,
including but not limited to, the loss of equity in their homes.

358. The wrongful conduct of RFC and Doe Defendants, as alleged herein,
including RFC and Doe Defendants placing their corporate and/or individual
profits over the rights of others, was willful, oppressive, immoral, unethical,
unscrupulous, substantially injurious, malicious and in conscious disregard for the
well being of Plaintiff, and particularly vile, base, contemptible, and wretched.

1 Such acts and/or omissions were performed on the part of officers, directors,
2 and/or managing agents of each corporate defendant and/or taken with the advance
3 knowledge of the officers, directors, and/or managing agents who authorized
4 and/or ratified said acts and/or omissions. RFC and Doe Defendants thereby acted
5 with malice and complete indifference to and/or conscious disregard for the rights
6 and safety of others, including Plaintiff and the general public. Accordingly,
7 Plaintiff are entitled to an award of punitive damages against RFC in an amount to
8 deter them from similar conduct in the future.

9 **A. Plaintiffs' Fraudulent Omissions Claims Against Defendants are Timely**

10 359. Cal. Code Civ. Proc. § 338 codifies the delayed discovery rule in connection
11 with fraud actions, such that a cause of action for fraud "is not deemed to have
12 accrued until the discovery, by the aggrieved party, of the facts constituting the
13 fraud . . ."

14 360. Plaintiff discovered fraudulent omissions and violations against Defendants
15 after October 1, 2009 Thus, Plaintiff's claims are timely under the applicable three-
16 year statute of limitations.

17 **FIFTEENTH CAUSE OF ACTION**
18 **UNCONSCIONABILITY**
19 **CIVIL CODE SECTIONS 1670.5(a), 1770(s)**
20 **(AGAINST ALL DEFENDANTS)**

21 361. Plaintiff realleges and incorporates the preceding paragraphs of this
22 Complaint as if they were fully set forth herein.

23 362. Civil Code Sections 1670.5(a) and 1770(s) provide that if a court finds a
24 contract or any clause to be unconscionable, it may refuse to enforce the contract.

25 363. While "unconscionability" is not defined by statute, the basic test is whether,
26 in light of the general background and the needs of the particular case, the clauses
27 involved are so one-sided as to be unconscionable under the circumstances existing
28 at the time of the contract is made. The principle is one of prevention of oppression
and unfair surprise, and not of disturbance of the allocation of risks because of
superior bargaining power.

1 364. Due to Broker and Lender's obvious forgery of The Uniform Residential
2 Application falsifying Plaintiff's income. By failing to disclose, or accurately
3 disclose, material credit information, as described above, Creditors have engaged,
4 and continue to engage, in deceptive acts or practices. Due to Broker and Lender's
5 violation of California Code Section 1916.7 and TILA, Plaintiff was precluded
6 from shopping around for a more competitively priced loan, was deprived of an
7 opportunity to make an informed decision as to which loan product if any was
8 suitable for her, and was not able to reasonably decipher terms in her loan contract.
9 Broker and Lender's failure to disclose key terms of the Subject Loan combined
10 with Broker and Lender's superior bargaining power at the time the Subject Loan
11 agreements were made render the Subject Loan agreements unconscionable.

12 365. The adjustable rate mortgage agreement between Plaintiff and Broker and
13 Lender is unconscionable and should not be enforced by the Court because
14 Plaintiff is informed and believes that Broker and Lender have engaged in
15 predatory lending practices against Plaintiff amounting to unlawful, unfair and
16 fraudulent business practices as described in this Complaint.

17 366. As a result of Broker and Lender's conduct, Plaintiff is entitled to damages
18 and extended rescission rights.

19 **SIXTEENTH CAUSE OF ACTION**
20 **RESCISSION**
21 **CALIFORNIA CIVIL CODE SECTION 1689 (b)**
22 **(AGAINST ALL DEFENDANTS)**

23 367. Plaintiff realleges and incorporates the preceding paragraphs of this
24 Complaint as if they were fully set forth herein.

25 368. The California Civil Code Section 1689(b) provides in pertinent part a party is
26 authorized to rescind a contract induced by fraud, duress, menace or undue
27 influence.

28 369. Defendants AMN and WALMAR's numerous failures to disclose critical loan
terms amount to predatory lending practices against Plaintiff. Such practices, as
pleaded throughout this SAC, amount to unlawful, unfair and fraudulent business
practices. As pleaded throughout this Complaint, Defendants have induced
Plaintiff's consent to enter into the Subject Loan agreements by fraud.

1 370. As a result of Defendants' misconduct, Plaintiff has suffered damages to be
2 proven at trial.

3 371. Plaintiff seeks injunctive relief enjoining Defendants from engaging in unfair
4 business practices described herein.

5 372. Plaintiffs further seek restitution, disgorgement of sums wrongfully obtained,
6 costs of suit, reasonable attorney's fees, and such other and further relief as the
7 Court may deem just and proper including extended rescission rights.

8
9
10 **SEVENTEENTH CAUSE OF ACTION**
11 **NEGLIGENCE**
12 **(AGAINST FIRST AMERICAN)**

13 373. Plaintiff realleges and incorporates the preceding paragraphs of this
14 Complaint as if they were fully set forth herein.

15 374. On December 2, 2006, Plaintiff executed a note, a deed of trust and other
16 related documents to borrow \$556,000.00, secured by the subject property
17 (hereinafter the "Subject Loan"). The deed of trust identified FIRST AMERICAN
as the Title Insurer/Escrow Holder/Trustee.

18 375. FIRST AMERICAN, as title insurer, escrow holder, and trustee owed Plaintiff
19 a fiduciary duty to (1) faithfully follow escrow instructions; and (2) act with
20 reasonable care.

21 376. FIRST AMERICAN breached its duty by releasing funds from escrow
22 without all disclosures and documents required by law.

23 377. The missing documentation would have provided Plaintiff notice of her
24 inability to repay the loan and provided Plaintiff notice of the true terms of the
25 Subject Loan.

26 378. As a result of said FIRST AMERICAN's breach, Plaintiff's HELOC was
27 funded even though the loan documents expired on November 30, 2006. Plaintiff's
28 adjustable rate mortgage was also funded even though the loan documents expired

1 on November 20, 2006. These loans would not have been funded or closed had the
2 Plaintiff been aware of the true terms of the Subject Loan.

3 379. As a direct and proximate result of FIRST AMERICAN's breach, Plaintiff
4 has suffered damages in an amount in excess of this Court's jurisdictional
5 minimum, which amount will be proven at trial.

6
7
8 **EIGHTEENTH CAUSE OF ACTION**
9 **BREACH OF FIDUCIARY DUTY**
10 **(AGAINST FIRST AMERICAN)**

11 380. Plaintiff realleges and incorporates the preceding paragraphs of this
12 Complaint as if they were fully set forth herein.

13 381. On December 2, 2006, Plaintiff executed a note, a deed of trust and other
14 related documents to borrow \$556,000.00, secured by the subject property
15 (hereinafter the "Subject Loan"). The deed of trust identified FIRST AMERICAN
16 as the Title Insurer/Escrow Holder/Trustee.

17 382. FIRST AMERICAN, as title insurer, escrow holder, and trustee by and
18 through their agents, owed a fiduciary duty to Plaintiff to act primarily for their
19 benefit, to act with proper skill and diligence.

20 383. As Plaintiff's agents, FIRST AMERICAN owed a duty of loyalty and duty to
21 deal fairly with Plaintiff at all times.

22 384. FIRST AMERICAN breached its duty by releasing funds from escrow
23 without all disclosures and documents required by law.

24 385. The missing documentation would have provided Plaintiff's notice of their
25 inability to repay the loan and provided Plaintiff's notice of the true terms of the
26 Subject Loan.

27 386. As a result of said FIRST AMERICAN's breach, Plaintiff's HELOC was
28 funded even though the loan documents expired on November 30, 2006. Plaintiff's
adjustable rate mortgage was also funded even though the loan documents expired

1 on November 20, 2006. These loans would not have been funded or closed had the
2 Plaintiff been aware of the true terms of the Subject Loan.

3 387. As a direct and proximate result of FIRST AMERICAN's breach, Plaintiff
4 has suffered damages in an amount in excess of this Court's jurisdictional
5 minimum, which amount will be proven at trial.

6
7
8
9 **NINETEENTH CAUSE OF ACTION**
10 **VIOLATION OF CALIFORNIA CIVIL CODE SECTION 2923.5**
11 **(AGAINST ALL DEFENDANTS)**

12 388. Plaintiff realleges and incorporates the preceding paragraphs of this
13 Complaint as if they were fully set forth herein.

14 389. Pursuant to California Civil Code Section 2923.5, a mortgagee, trustee
15 beneficiary or authorized agent may not file a notice of default until 30 days after
16 contacting a borrower in person or by telephone to assess the borrower's financial
17 situation and explore options for the borrower to avoid foreclosure.

18 390. Nevertheless, Defendants failed to contact and assess Plaintiff's financial
19 situation and explore options for Plaintiff to avoid foreclosure on the subject
20 residence.

21 391. California Civil Code Section 2923.5 subsection (b) further requires said
22 defendants to include a declaration outlining their due diligence to contact Plaintiff
23 prior to serving a Notice of Default. On information and belief, Plaintiff thereon
24 alleges that the Notice of Default filed in connection with the Subject Loan did not
25 include the required declaration.

26 392. Plaintiff was injured by reason of these violations of Civil Code Section
27 2923.5, in that, as a direct and proximate result of Defendants' conduct, Plaintiff
28 has suffered, and continues to suffer, damages including, without limitation,
monetary damages and emotional distress, all in an amount in excess of this
Court's jurisdictional minimum, which amount will be proven at trial.

1 393. As a result of the above-alleged misconduct, Plaintiff has been required to
2 commence and prosecute this action, and may incur attorney's fees and costs in an
3 amount to be proven at trial. Pursuant to the controlling contractual document(s)
4 and/or applicable law, Plaintiff is entitled to recover their costs and reasonable
5 attorneys' fees.

6
7 **TWENTIETH CAUSE OF ACTION**
8 **VIOLATION OF CALIFORNIA CIVIL CODE 2923.6**
9 **(AGAINST ALL DEFENDANTS)**

10 394. Plaintiff realleges and incorporate by reference the above paragraphs as
11 though set forth fully herein.

12
13
14 395. Defendants' Pooling and Servicing Agreement (hereinafter "PSA") contains
15 a duty to maximize net present value to its investors and related parties.

16
17
18 396. California Civil Code 2923.6 broadens and extends this PSA duty by
19 requiring servicers to accept loan modifications with borrowers.

20
21
22 397. Pursuant to California Civil Code 2923.6(a), a servicer acts in the best
23 interest of all parties if it agrees to or implements a loan modification where the (1)
24 loan is in payment default, and (2) anticipated recovery under the loan
25 modification or workout plan exceeds the anticipated recovery through foreclosure
26 on a net present value basis.

1
2 398. California Civil Code 2923.6(b) now provides that the mortgagee,
3 beneficiary, or authorized agent offer the borrower a loan modification or workout
4 plan if such a modification or plan is consistent with its contractual or other
5 authority.
6

7
8
9 399. Plaintiff's loan is presently in an uncertain state.
10

11
12 400. Plaintiff is willing, able, and ready to execute a modification of her loan on
13 the following terms:
14

- 15 (a) New Loan Amount: 360,000.00
16 (b) New Interest Rate: 2%
17 (c) New Loan Length: 30 years
18 (d) New Payment: \$1330.63
19

20 401. The present fair market value of the property is \$360,000.00.
21

22
23 402. The Joint Economic Committee of Congress estimated in June, 2007, that
24 the average foreclosure results in \$77, 935.00 in costs to the homeowner, lender,
25 local government, and neighbors.
26
27
28

1 403. Of the \$77,935.00 in foreclosure costs, the Joint Economic Committee of
2 Congress estimates that the lender will suffer \$50,000.00 in costs in conducting a
3 non-judicial foreclosure on the property, maintaining, rehabilitating, insuring, and
4 reselling the property to a third party. Freddie Mac places this loss higher at
5 \$58,759.00.
6

7
8
9 404. The 320,000 through foreclosure on a net present value basis is \$40,000 more
10 than the defendants will recover through foreclosure.
11

12
13 405. The recovery under the proposed loan modification at \$360,000 in addition
14 to accrued interest exceeds the net present value recovery through foreclosure of
15 \$320,000 by over \$160,000.00.
16

17
18
19 406. Pursuant to California Civil Code §2823.6, Defendants are now
20 contractually bound to accept the loan modification as provided above.
21

22
23 **TWENTY-FIRST CAUSE OF ACTION**
24 **DECEPTIVE BUSINESS PRACTICES**
25 **(AGAINST ALL DEFENDANTS)**

26 407. Plaintiff realleges and incorporates the preceding paragraphs of this
27 Complaint as if they were fully set forth herein.
28

1 408. The entire foreclosure process has been conducted utilizing a string of
2 fraudulent documents. If the invalid assignment purporting to the alleged
3 beneficial interest is fraudulent, then there is no basis in which to foreclose. Void
4 Assignment of the Deed of Trust, and a void Substitution of Trustee, which wasn't
5 even valid at its onset, has resulted in an entirely void foreclosure on its face. The
6 signatories had no authority on which to act, did not have a recorded power of
7 attorney, and were employees with conflicting interests to legally execute
8 documents. The Corporate Assignment of Deed of Trust (Exhibit E) was executed
9 by Theodore Schultz as Vice-President of MERS. This assignment when recorded
10 purportedly assigns the security instruments to AURORA. It has been discovered
11 that Theodore Schultz is actually an employee of AURORA (Exhibit H) which is a
12 subsidiary of Lehman Brothers. Therefore, Exhibit E was not executed by MERS
13 but rather by an employee of AURORA. This is now a case whereby a bank has
14 bestowed upon itself the powers of a beneficiary without authority to do so. If this
15 act is judicially acceptable, what's to stop anyone from simply assigning the
16 security instruments to themselves by asserting to be the Vice-President of MERS,
17 and then commence foreclosure on a consumer's principle residence? Before a
18 Trustee can commence a foreclosure, they must be **empowered by the beneficiary**
19 **either by a Deed of Trust or a valid Substitution Of Trustee** recorded in the
20 County in which the trust property is situated. I have noted that the original
21 Trustee on the Deed of Trust was FIRST AMERICAN. A Substitution of Trustee
22 (Exhibit F) was executed on 10/01/2009 by Jennifer Victa as Assistant Secretary
23 for MERS. This document was acknowledged by the notary J. Archuleta 55 days
24 later who asserted that Jennifer Victa was who she alleged to be. It has been
25 discovered that Jennifer Victa is indeed an employee of CAL-WESTERN (Exhibit
26 G) who happens to be the Substituted Trustee named in the Substitution of Trustee
27 (Exhibit F). Therefore, CAL-WESTERN appointed oneself as Trustee and in doing
28 so, initiated foreclosure on a consumer's principle residence by executing and

1 recording a Notice of Default. This is also a case whereby an instrument was
2 executed and recorded which appoints an attorney-in-fact by the attorney-in-fact so
3 appointed. Given this discovery, all instruments originated, executed and recorded
4 by CAL-WESTERN should be voidable.

5
6 409. Cal. False Claims Act, Cal. Gov't. Code 12650 et. seq. : Cause for using
7 false and misleading claims through filing recordable documents *presumed to be*
8 *true by virtue of statutory compliance with filing requirements, yet carry no*
9 *validity due to parties' lack of standing to issue and by notarized documents*
10 *bearing false information.*

11
12 "Fraud destroys the validity of everything into which it enters," *Nudd v. Burrows*,
13 91 U.S. 426. "Fraud vitiates everything," *Boyce v. Grundy*, 3 Pet. 210. "Fraud
14 vitiates the most solemn contracts, documents and even judgments," *U.S. v.*
15 *Throckmorton*, 98 U.S. 61. Therefore (whatever action)should be dismissed
16 for fraud.

17
18 410. Plaintiff alleges that Defendants, and each of them, knew at the time they
19 made these representations to Plaintiff that they were untrue, and defendants knew
20 at the time that they were attempting to foreclose on Plaintiff's Trust Deed and
21 note that they had no right to do so.

22
23 411. Plaintiff alleges that Defendants cannot affirmatively prove that they have
24 complied with each of the statutory requirements for foreclosure.

25
26 412. Each of them, intentionally and fraudulently have attempted to convert
27 Plaintiff's right, title and interest to their property, and any equity therein.
28

1
2 413. Additionally, Plaintiff has been made to suffer deep and severe emotional
3 distress, mortification, anxiety and humiliation all to their damage and injury in an
4 amount the totality of which has not yet been fully ascertained, but in no event less
5 than the jurisdiction limitations of this court.

6
7 414. Defendants' conduct as set forth above was intentional, oppressive
8 fraudulent and malicious so as to justify an award of punitive damages in an
9 amount sufficient that such conduct will not be repeated.

10
11 415. Defendants do not have standing or enforceable right to enforce the note and
12 any incidental right to collateral so as to have foreclosed on Plaintiff's Home,
13 including without limitation, planning to conduct the invalid foreclosure sale on
14 the property.

15
16 416. Defendants threaten to, and unless restrained, will evict Plaintiff.

17
18
19 417. Any such action will cause irreparable harm to Plaintiff, and will cause
20 pecuniary compensation which will not afford adequate relief because Plaintiffs'
21 home is unique.

22
23 418. Injunctive relief is necessary to enjoin Defendants from consummating the
24 illegal foreclosure sale with a wrongful eviction since they lacked standing and any
25 enforceable rights under the Promissory Note and Deed of Trust.

TWENTY-SECOND CAUSE OF ACTION

Negligence

(AGAINST ALL DEFENDANTS)

419. Plaintiff realleges and incorporates the preceding paragraphs of this Complaint as if they were fully set forth herein.

420. All Defendants, inclusive, owe Plaintiffs a duty to conform of reasonable care and the avoidance of unreasonable risk of harm to Plaintiffs.

421. Defendants willfully and intentionally breached this duty of care by subjecting the Plaintiffs to an unreasonable risk of harm. Defendants, namely Broker and Lenders, knowing Plaintiffs did not have the financial means to ultimately make monthly payments in connection with the Subject Loan, nevertheless offered the loan to Plaintiffs. Defendants, namely Broker and Lenders, further breached this duty by failing to disclose to Plaintiffs, as required by federal law and state law, all adverse consequences of the Subject Loan, by securing an undisclosed profit for the sale and servicing of the Subject Loan in violation of TILA and RESPA, among other statutes, and by engaging in unfair business practices.

422. As a direct and proximate result of Defendants' breaches as alleged herein, Plaintiffs has been damaged and is entitled to actual damages.

1 423. Defendants' willful, oppressive, intentional and malicious breaches of
2 fiduciary duty authorize the imposition of exemplary damages pursuant to
3 California Civil Code Section 3294.

4
5 424. The Plaintiff incorporates herein by reference the allegations made in
6 paragraphs above that at all times the Defendants, acting as Plaintiff's lender and
7 loan servicers had a duty to exercise reasonable care and skill to maintain proper
8 and accurate loan records and perform procedures according to law and the
9 processes set forth in said laws. This would include transfer of deeds, notices,
truthful reporting and include, but not limited to, the proper loan numbers
associated with alleged promissory notes.

10 425. In taking the actions alleged above, and in failing to take the actions as
11 alleged above, the Defendants breached their fiduciary duty of due care and skill to
12 the Plaintiff in the servicing of the Plaintiff's loan by, among other things, failing to
13 properly and accurately recording loan numbers, preparing and filing false
14 documents, and foreclosing on the Subject Property, without having the legal
authority and/or proper documentation to do so.

15 426. As a direct and proximate result of the negligence and carelessness of the
16 Defendants as forth above, the Plaintiff suffered general and special damages and
17 irreparable harm in an amount to be determined at trial.

18 **TWENTY-THIRD CAUSE OF ACTION**
19 **SLANDER OF TITLE**
20 **(AGAINST ALL DEFENDANTS)**

21 427. Plaintiff realleges and incorporates the preceding paragraphs of this
22 Complaint as if they were fully set forth herein.

23
24 428. Plaintiff contends that her property has been slandered with invalid and
25 fraudulent foreclosure documents recorded in the Los Angeles County Recorder's
26 Office.
27
28

1 429. The recordation of an instrument facially valid but without underlying merit
2 will, of course, give rise to an action for slander of title (*Forte v. Nolfi* (1972) 25
3 Cal.App.3d.656, 685-686 [102 Cal.Rptr. 455]).

4
5 430. Given weight to the invalidity of the foreclosure proceeding, trespass on the
6 deed of trust and inability to prove holder in due course status, Defendants acted
7 without privilege to disparage Plaintiff's title and said actions constitute a Slander
8 of Title by Disparagement under Cal. Civil Code 40.81.

9
10 431. Defendants are intimidating Plaintiff with wrongful foreclosure threats. A
11 definition of the tort for slander, perhaps more pertinent to the facts of this case, is
12 to be found in *Fearon v. Fodera* (1915) 169 Cal. 370, at pages 379 and 380 [148 P.
13 200], as follows: "Slander of title," as recognized by the law, may be defined to be
14 defamation of title to property, real or personal, by one who falsely and
15 maliciously disparages the title thereof, and thereby causes the owner thereof some
16 special pecuniary loss or damage. "Admittedly under this definition slander of title
17 may be committed by maliciously clouding the title to real property and causing
18 damage to the owner thereof by the execution, willful acceptance, and malicious
19 recordation of a deed, which falsely declares the title of the property involved to be
20 in a person other than the true owner."

21
22
23 432. Plaintiff is aware that title has not been fraudulently conveyed to Defendant
24 AURORA yet, but the Trustee's Sale scheduled tentatively August 24, 2011, is an
25 attempted theft of property should the sale take place.

26
27 433. California has adopted the definition of the tort of slander of title set forth in
28 section 624 of the Restatement of Torts, which provides: "One who, without a

1 privilege to do so, publishes matter which is untrue and disparaging to another's
2 property in land ... under such circumstances as would lead a reasonable man to
3 foresee that the conduct of a third person as purchaser or lessee thereof might be
4 determined thereby is liable for pecuniary loss resulting to the other from the
5 impairment of vendibility thus caused." (*Howard v. Schaniel* (1980) 113 Cal.App.
6 3d 256, 263-264 [169 Cal.Rptr. 678]; see *Gudger v. Manton* (1943) 21 Cal.2d 537,
7 541 [134 P.2d 2170].

8
9 434. Under 392 of the Code of Civil Procedure, said, in *Coley v. Hecker*, 206 Cal.
10 22, 272 P. 1045, 1047, ...'the owner of the slandered title is given the right to bring
11 and maintain the action in the county where the real property is situated, upon the
12 theory that the action is one in which the determination of the owner's right or
13 interest therein is properly adjudicated, and for the additional reason that slander of
14 title is an injury to real property.

15
16 435. The Court then went on to say 'The phrase 'slander of title' is a figure of
17 speech in which the title is personified. In the instant case, the phrase seems to be
18 an anomaly as applied to a situation which, strictly speaking, is a libel upon the
19 title, inasmuch as the damage was accomplished by the recordation of a written
20 document, and no spoken words were uttered. However, the term 'slander of title'
21 includes both spoken and written means by which the right of property may be
22 invaded and a right of action exists, irrespective of the means by which the title is
23 traduced. This is so because a property right has been invaded-- an injury to real
24 property has been sustained.

25
26
27 436. This language of the highest court of the state is entitled to great weight, and
28 this view of 'slander of title' as an injury to property is repeated in *Smith v.*

1 *Stuteman*, 79 Cal.App.2d 708, 181 P.2d 123, 124. In the Smith case the question
2 was whether an action for slander of title survived the death of the defendant, 574,
3 Probate Code. The question there was whether a **trespass on real property** which
4 survives the death of a defendant includes an action for slander of title. In holding
5 that it did, the Court pointed out that trespass has a broadened meaning today and
6 now includes consequential injuries to realty such as an action for slander of title,
7 as well as direct physical injuries.

8
9 437. We quote from *Smith v. Stuteman*, 79 Cal.App.2d 708, 181 P.2d 123, 124:
10 'Slander of title is a tort action for redress of an invasion of a **particular property**
11 **right**, that of immediate salability of the property involved. *Coley v. Hecker*, 206
12 Cal. 22, 27, 272 P. 1045; Restatement, Torts, sec. 624. As a cause of action arising
13 out of a violation of a property right it survives the death of its owner. Civil Code,
14 sec. 954; *Wikstrom v. Yolo Fliers Club*, 206 Cal. 461, 464, 274 P. 959. It has been
15 held that it necessarily follows that such a cause of action also survives the death of
16 the defendant. *Vraghizan v. Savings Union, etc., Co.*, 31 Cal.App. 709, 713, 161 P.
17 507.

18
19
20 **TWENTY-FOURTH CAUSE OF ACTION**
21 **TRESPASS ON THE CONTRACT**
22 **(AGAINST ALL DEFENDANTS)**

23 438. Plaintiff realleges and incorporates the preceding paragraphs of this
24 Complaint as if they were fully set forth herein.

25
26 439. The Deed of Trust is the contract which allows a non-judicial foreclosure to
27 proceed and gives Power of Sale to the duly appointed Trustee. Per the Deed of
28 Trust, only the Lender can invoke the foreclosure (paragraph #22).

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440. Per Deed of Trust paragraph #24, the Lender may appoint a Trustee. (Exhibit F) Under "Substitute Trustee", the language clearly states that the Lender, may appoint successor trustees **via an instrument** acknowledged by the Lender and recorded in the County in which the property is located. This paragraph also states **"This procedure for substitution shall govern to the exclusion of all other provisions for substitution"** This implies that **only the Lender** can substitute a trustee. The Lender as defined on page 1 of the Deed of Trust is AMN. **This paragraph does not state that successors, assigns, or nominees may appoint a Successor Trustee.** Therefore, The Substitution of Trustee is invalid as it was executed by Jennifer Victa, an officer of MERS, who also happens to be an employee of CAL-WESTERN. The Substitution of Trustee is void, due to fraud, and was not executed in compliance with California Civil Code 2934(a). The Substitution of Trustee is invalid also because it was not executed by the Lender, per requirement of the Deed of Trust.

441. The duly appointed Trustee under the Deed of Trust as of the recording of the Notice of Default on September 24, 2009 was First Title Insurance Company. Cal-Western under false pretenses, was not substituted in as Trustee effectively until November 9, 2009.

442. The Notice of Default was recorded PRIOR to the Substitution of Trustee, which if it were the true holder-in-due-course, it would be mandatory to obtain beneficial interest in the Deed of Trust, prior to invoking foreclosure.

443. In the Case of a Mortgage with a power of sale, an assignee can only enforce the power of sale if the assignment is recorded, since the assignee's authority to

1 conduct the sale must appear in the public records, *New York Life Insurance Co. V.*
2 *Doane* (1936) 13 CA 2d. 233, 235-237, 56 P2d. 984, 56 ALR 22.

3
4 444. The fraudulent Substitution of Trustee was recorded AFTER the Notice of
5 Default, which proves the Notice of Default was void at its inception and recording
6 on November 9, 2009.

7
8 445. A non-judicial foreclosure sale under the power-of-sale in a deed of trust or
9 mortgage, on the other hand, must be conducted in strict compliance with its
10 provisions and applicable statutory law.

11
12 446. A Trustee's powers and rights are limited to those set forth in the deed of
13 trust and laws applicable thereto. (See, e.g., *Fleisher v. Continental Auxiliary Co.*,
14 (1963) 215 Cal.App.2d 136, 139, 30 Cal.Rptr. 137; *Woodworth v. Redwood*
15 *Empire Sav. & Loan Assn.*, (1971) 22 Cal.App.3d 347, 366, 99 Cal.Rptr. 373.)

16
17 447. The Trustee is charged with the duty to perform and condition precedent
18 prior to bringing the instant action and failed to do so. Paragraph (20) of the Deed
19 of Trust provides in pertinent part:

20 Neither borrower or lender may commence, join, or be joined to any judicial action
21 (as either an individual litigant, or the member of a class, that arises from the other
22 party's actions pursuant to this security instrument or alleges that the other party
23 has breached any provision of, or any duty by reason of, this Security Instrument,
24 until such borrower or lender has notified the other party (with such notice given
25 in compliance with the requirements of section 15) of such alleged breach and
26 afforded the other party hereto a reasonable period after giving of such notice to
27 take corrective action. If applicable law provides a time period which must elapse
28 before certain action can be taken, that time period will be deemed to be reasonable

1 for the purposes of this paragraph. The notice of acceleration and notice to cure
2 given to borrower pursuant to Section 22 and the notice of acceleration given to
3 borrower pursuant to Section 18 shall be deemed to satisfy the notice and
4 opportunity to take corrective action provisions of this Section 20. (Emphasis
5 added.)

6
7 448. When there is an agreement between the Beneficiary and Trustor, such as
8 the Condition Precedent expressed in Paragraph 20 of the Deed of Trust, a
9 Foreclosure cannot take place before the condition is satisfied.

10
11 449. If the Beneficiary fails to carry out its obligation a subsequent foreclosure is
12 invalid. Haywood Lumber & Investment Co. V. Corbett (1934) 138 CA 644, 650,
13 33 P2d 41.

14
15 450. MERS, AURORA and CAL-WESTERN as agent have not complied with any
16 expressed provisions of the Deed of Trust, have speciously trespassed upon the
17 Deed of Trust and Plaintiff's property, and the foreclosure must be rendered void
18 and rescinded and the trustee's sale cancelled immediately.

19
20 451. *California Civil Code 3513.* Any one may waive the advantage of a law
21 intended solely for his benefit. But a law established for a public reason cannot be
22 contravened by a private agreement.

23
24 452. *California Civil Code 3514.* One must so use his own rights as not to infringe
25 upon the rights of another.

26
27 453. Trustors are systematically deprived of their rights to due process with no way
28 to substantially enforce the law with regards to §2924 of the Civil Code which, as

1 enforced in California, is akin to a freight train at full speed; the fuel for which is
2 found in subsection (c) of that code that states: " A recital in the deed executed
3 pursuant to the power of sale of compliance with all requirements of law regarding
4 the mailing of copies of notices or the publication of a copy of the notice of sale or
5 the personal delivery of the copy of the notice of default or the posting of copies of
6 the notice of sale or the publication of a copy thereof shall constitute prima facie
7 evidence of compliance with these requirements and conclusive evidence thereof
8 in favor of bona fide purchasers and encumbrancers for value and without notice."

9
10 454. Alone this provision irrationally denies equal rights to sue and gives
11 evidence to mortgagees, whose properties were the victims of fraudulent
12 foreclosures (foreclosures instituted or prosecuted by any party, principal, witness,
13 or attorney willing, either knowingly or negligently, to present false recitations
14 regarding compliance with statutory provisions regarding service and delivery of
15 notices).

16
17 455. MERS, AURORA and CAL-WESTERN have violated Title 42 USC 1983,
18 by depriving Plaintiff of the following clearly established and well-settled
19 constitutional rights protected by the Fourth and Fourteenth Amendments to the
20 U.S. Constitution and the invoked due process rights of Article(s) IV, and VI in
21 Amendment to the Federal Constitution, contrary to Article I §10 (clause 1) of the
22 Federal Constitution to wit:

23 The right not to have her contracts impaired, Article I, §10, clause 1;

24 The right of one not to be deprived of constitutionally protected interests in
25 one's property; California Constitution § 1 Art. 1.

26
27
28 456. "Where administrative action may result in loss of both property and

1 life, or of all that makes life worth living, any doubt as to the extent of power
2 delegated to administrative officials is to be resolved in citizen's favor, and court
3 must be especially sensitive to the citizen's rights where proceeding is non-
4 judicial." United States v. Minker, 350 U.S.179(1956).

5 457. The Defendants have trespassed on Plaintiff's property and the deed of trust
6 in concert as a scheme to defraud Plaintiff out of her property. Plaintiff desires
7 rescission of the invalid foreclosure.

8
9 **TWENTY-FIFTH CAUSE OF ACTION**

10 **Wrongful Conversion of Real Property**

11 **(AGAINST ALL DEFENDANTS)**

12
13 458. Plaintiff realleges and incorporates the preceding paragraphs of this
14 Complaint as if they were fully set forth herein.

15
16 459. Defendants MERS, AURORA and CAL-WESTERN's invalid foreclosure
17 proceeding is a result of wrongful conversion of Plaintiff's property.

18
19 460. The Defendants wrongfully converted the trespass on Plaintiff's contract to
20 an alleged interest in her property.

21
22 461. Converting Real Property by Defendants or any other entity from its true
23 owner without true owner's knowledge and consent is an act of "conversion
24 through fraudulent means" and "Direct conversion."
25

26
27 462. Defendant cannot obtain legal and equitable title to property by fraud. The
28 trustee's sale purportedly scheduled for August 24, 2011 is a fraud upon the public,

1 wrongful conversion of real property and attempted theft of real property. The
2 sale, if held, would be illegally held subsequent to an invalid Notice of Default.

3
4 463. *Lo v. Jensen* (2001) 88 Cal.App 4th 1093, 1095, A trustee's sale tainted by
5 fraud may be set aside.

6
7 464. *Angell v. Superior Court* (73 Cal.App. 4th 691).

8
9 **TWENTY-SIXTH CAUSE OF ACTION**
10 **Wrongful Foreclosure**
11 **CALIFORNIA CIVIL CODE SECTION 2924, CALIFORNIA**
12 **COMMERCIAL CODE SECTIONS 3-301, 3-305, 33-801, 33-807, 2932.5**
13 **(AGAINST ALL DEFENDANTS)**

14 465. Plaintiff realleges and incorporates the preceding paragraphs of this
15 Complaint as if they were fully set forth herein.

16 466. California Commercial Code Section 3301 specifically identifies the persons
17 who are entitled to enforce a security interest, such as instituting a foreclosure sale
18 under a deed of trust. The statute is exclusive, rather than inclusive in nature, and
19 those who are not identified do not have the right to enforce such an interest. The
20 statute sets forth that only the holder of the instrument, or a non-holder in
21 possession of the instrument with rights of the holder, or person not possessing the
22 instrument but entitled to enforce the instrument pursuant to California
23 Commercial Code § 3309 may enforce the instrument.

24 467. While possession of an instrument such as a promissory note is not by itself a
25 requirement for non-judicial foreclosure, California Commercial Code § 3309
26 provides that a person without a promissory note may foreclose **only in limited**
27 **circumstances**. California Commercial Code § 3309 states that a person not in
28 possession of an instrument may **only** enforce the instrument if:

a. The person was in possession of the instrument and entitled to enforce it when
loss of possession occurred;

1 b. The loss of possession was not the result of a transfer by the person or a lawful
2 seizure; and

3 c. The person cannot reasonably obtain possession of the instrument because the
4 instrument was destroyed, its whereabouts cannot be determined, or it is in the
5 wrongful possession of an unknown person or a person that cannot be found or is
6 not amenable to service of process.

7 468. The Notice of Trustee's Sale pertaining to the subject property fails to identify
8 who is the holder of the beneficial interest. Plaintiff is informed and believes, and
9 thereon alleges, that Defendants are not in possession of the note ("Instrument") in
10 connection with the subject property.

11 489. Plaintiff is informed and believes, and thereon alleges that a) Defendants **did**
12 **not** lose possession of the Instrument via the means set forth in Commercial Code
13 § 3309, and b) therefore cannot enforce the security interest in the subject property
14 pursuant to Commercial Code §§ 3301 and 3309.

15 490. Furthermore, neither AURORA, MERS, nor CAL-WESTERN possess valid
16 security interests in the property sought to be foreclosed, for the following reasons:

- 17 a. Defendants failed to properly record and give notice of the Notice of
18 Default, a pre-condition to a foreclosure sale, required by California Civil
19 Code Section 2923.5(b).
20 b. As Broker and Lender obtained their interest in the subject property illegally
21 and fraudulently, as set forth herein this Complaint, they had no right to
22 convey such interest to any other trustees, nominees, or beneficiaries.
23 Defendants AURORA, MERS, and CAL-WESTERN therefore hold no
24 beneficial interest in the subject property and may not foreclose.

25 491. Defendants seek to proceed with an unlawful trustee's sale without lawful
26 security interest in the subject property. Defendants did not possess the right to
27 enforce the security interest at any time, regardless of whether Defendants
28 possessed the Instrument.

492. Plaintiff therefore is informed and believes, and thereon alleges that said
Defendants are not "person[s] entitled to enforce" the security interest on the
subject property, as that term is defined in Commercial Code Section 3301.

1 493. Defendants do not have any legal right to foreclose upon the subject property.
2 Furthermore, the procedures implemented by said defendants in attempting to
3 enforce the alleged security interest in the subject property violated statutory
requirements governing non-judicial foreclosure proceedings.

4 494. As a direct and proximate result of said Defendants' misconduct. Plaintiff has
5 suffered damages, including without limitation, direct monetary loss, consequential
6 damages and emotional distress.

7 495. In committing the wrongful acts alleged herein, Defendants acted with malice,
8 oppression and fraud. Defendants' willful conduct warrants and award of
9 exemplary damages in an amount sufficient to punish the wrongful conduct alleged
herein and deter such misconduct in the future.

10 **TWENTY-SEVENTH CAUSE OF ACTION:**
11 **Violation Of § 1788.17 Of The RFDCPA**
12 **(AGAINST ALL DEFENDANTS)**

13 496. Plaintiff realleges and incorporates by reference the above paragraphs as
14 though set forth fully herein.
15

16
17 497. *California Civil Code §1788.17* requires that Defendants comply with the
18 provisions of *15 U.S.C. § 1692*, through their acts including but not limited to, the
19 following:
20

- 21
22 (a) The Defendants violated *California Civil Code § 1788.17* by engaging
23 in conduct, the natural consequence of which is to harass, oppress, and
24 abuse persons in connection with the collection of the alleged debt, a
25 violations of *15 U.S.C. § 1692(d)*;
26
27
28

1 (b) The Defendants violated *California Civil Code § 1788.17* by
2 misrepresenting the status of the debt, a violations of *15 U.S.C. §*
3 *1692(e)(s)(A)*;

4
5 (c) The Defendants violated *California Civil Code § 1788.17* by using
6 unfair or unconscionable means to collect or attempt to collect a debt,
7 a violation *15 U.S.C. § 1692(f)*; and

8
9 (d) The Defendants violated *California Civil Code § 1788.17* by using
10 deceptive means to collect or attempt to collect a debt from the
11 Plaintiffs, a violation of *15 U.S.C. § 1692e(10)*.

12
13 498. The foregoing violations of *15 U.S.C. § 1692* by Defendants result in separate
14 violations of *California Civil Code § 1788.17*.

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17 499. The forgoing acts by Defendants were willful and knowing violations of *Title*
18 *1.6C of the California Civil Code (FRDCPA)*, are sole and separate violations
19 under *California Civil Code § 1788.30(b)*, and trigger **multiple \$1,000.00**
20 **penalties.**

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24 500. *California Civil Code § 1788.17* provides that Defendants are subject to the
25 remedies of *15 U.S.C. § 1692(k)*, for failing to comply with the provisions of *15*
26 *U.S.C. § 1692(b)(6) and § 1692(c)c.*
27
28

1 501. The foregoing acts by Defendants were intentional persistent, frequent, and
2 devious violations of 15 U.S.C. § 1692, which trigger additional damages of
3 **\$1,000.00 under 15 U.S.C. § 1692(k)(a)(2)(A).**
4

5
6 **TWENTY-EIGHTH CAUSE OF ACTION**
7 **Intentional Infliction of Emotional Distress**
8 **(AGAINST ALL DEFENDANTS)**

9 502 Plaintiff realleges and incorporates the preceding paragraphs of this Complaint
10 as if they were fully set forth herein.

11 503. Defendants' attempt to foreclose on Plaintiff's property knowing that the
12 adjustable rate mortgage agreement between Plaintiff and the Defendants was
13 illegal and void because the loan was predatory was intended to be and was a
14 reckless act resulting in Plaintiff sustaining extreme emotional distress.

15 504. Defendants' recklessly failed to evaluate Plaintiff's ability to repay the
16 Subject Loan with an intention to profit from Plaintiff's default. Such conduct is
17 extreme and outrageous.

18 505. Recovery of damages for mental suffering is permitted in regard to contracts,
19 like the Subject Loan agreement, which so affect the vital concerns of the
20 individual that severe mental distress is a foreseeable result of breach. The Subject
21 Loan agreement relates to Plaintiff's residence. The residence of the Plaintiff is
22 clearly a matter which directly concerns the comfort, happiness, or personal
23 welfare of the Plaintiff. Loss of one's home is bound to directly affect a person's
24 affection, self-esteem, or tender feelings. Consequently, damages for intentional
25 infliction of emotional distress are recoverable for Defendants' actions in relation
26 to the Subject Loan and the foreclosure of the subject property.

27 506. Recovery of damages for mental suffering is also permitted with regard to
28 fraud claims sounding in tort, such as fraudulent misrepresentation, as pleaded
herein this Complaint.

507. As a result of Defendants' acts, Plaintiff has suffered damages in an amount
to be proven at trial.

1 508. Defendants' conduct was willful, oppressive and fraudulent and an award of
2 punitive damages is justified in an amount to be determined at trial.

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5 **TWENTY-NINTH CAUSE OF ACTION**
6 **Unjust Enrichment**
7 **(AGAINST ALL DEFENDANTS)**

8 509. Plaintiff realleges and incorporates the preceding paragraphs of this
9 Complaint as if they were fully set forth herein.

10 510. By their wrongful acts and omissions, the Defendants have been unjustly
11 enriched at the expense of the Plaintiff, and thus the Plaintiff has been unjustly
12 deprived.

13 511. The DOT states in Paragraph 23: "Upon payment of all sums secured by this
14 Security Instrument, Lender shall request Trustee to reconvey the Property and
15 shall surrender this Security Instrument and all notes evidencing debt secured by
16 this Security Instrument to Trustee." The obligations to AMN under the DOT were
17 fulfilled when AMN received the balance on the Note as proceeds of sale through
18 securitization to private investors. AURORA has been unjustly enriched by
19 collecting monthly payments from Plaintiff.

20
21 512. Plaintiff seeks restitution for any payments he made to AURORA that were
22 not paid to the lender or beneficiary, if any.

23
24 513. By reason of the foregoing, the Plaintiff seeks restitution from the Defendants,
25 and an order of this Court disgorging all profits, benefits, and other compensation
26 obtained by the Defendants from their wrongful conduct.
27
28

THIRTIETH CAUSE OF ACTION
Injunctive Relief
(AGAINST ALL DEFENDANTS)

514. Plaintiff realleges and incorporates the preceding paragraphs of this Complaint as if they were fully set forth herein.

515. The Plaintiff seeks injunctive relief to preserve the status quo as the balance of equities so heavily favors the Plaintiff that justice requires the court to intervene to secure the positions until the merits of the actions are ultimately determined. *University of Texas v. Camenisch*, 451 U.S. 390, 395 (1981).

516. The Plaintiff has (1) a combination of probable success and the certainty of irreparable harm, and/or (2) serious questions are raised and the balance of hardship tips in her favor. *Arcamuzi v. Continental Air Lines, Inc.*, 819 F. 2d 935, 937 (9th Cir. 1987). The Plaintiff has demonstrated a significant threat of irreparable injury and shows a chance of success on the merits. At a bare minimum, the Plaintiff has demonstrated a fair chance of success on the merits, and/or questions serious enough to require litigation. *Arcamuzi*, 819 F.2d at 937.

517. Injunctive relief to halt post-foreclosure proceedings serves a legitimate purpose. Furthermore, equitable remedies are available in view of an irreparable injury, as a real or immediate threat that the Plaintiff will be wronged again – a likelihood of substantial and immediate irreparable injury. *City of Los Angeles v. Lyons*, 461 U.S. 95, 111, 103 S.Ct. 1660, 1670 (1983) (quoting *O'Shea*, 414 U.S. at 502, 94 S.Ct. at 679).

518. The Plaintiff provides credible, substantiated evidence of identifiable, potentially repeatable wrongs and supports his injunctive relief request with adequate legal and factual grounds.

THIRTY-FIRST CAUSE OF ACTION
QUIET TITLE
(AGAINST ALL DEFENDANTS)

519. Plaintiff realleges and incorporates the preceding paragraphs of this Complaint as if they were fully set forth herein.

520. The Plaintiff is the equitable owner of the Subject Property which has the following legal description:

1 Lot 23 of Tract 11193 in the City of Los Angeles, County of Los Angeles, as per
2 map recorded in book 202, pages 18 and 19 of maps, records in the office of the
3 County Recorder of said Los Angeles 208. Plaintiff is entitled to possession,
4 control, and ownership of the real property located at this address, together with
5 any improvements made thereon.

6
7 521. Defendants, AURORA, MERS, and CAL-WESTERN have at relevant times
8 claimed interests adverse to Plaintiff's interest in the subject property, in the form
9 of the deed of trust recorded pursuant to the Subject Loan. The relevant deeds of
10 trust are attached hereto as Exhibit B.

11
12 522. On December 2, 2006 Plaintiff executed a note, a deed of trust and other
13 related documents to borrow \$556,000.00, secured by the subject property
14 (hereinafter the "Subject Loan"). The terms of the loan were memorialized in a
15 promissory note which was in turn secured by a deed of trust on the subject
16 property. The deed of trust identified AMN as the lender. The deed of trust
17 identified WALMAR as the mortgage broker. The deed of trust further identified
18 MERS as the nominal beneficiary.

19
20 523. These representatives, agents and/or employees of Defendants, and each of
21 them, made false representations to Plaintiff in order to fund a loan, in which the
22 Plaintiff's personal residence was to be security therefore. Plaintiff alleges that
23 Defendants, and each of them, made certain representations regarding their
24 honesty, that they were experts in obtaining loans which borrower's could afford
25 and that they would only offer Plaintiff a loan which was in her best interest given
26 her credit history and financial needs and limitations and that Plaintiff could trust
27
28

1 the representations of Defendants, and each of them. Plaintiff alleges that based
2 upon the representations made by Defendants, and each of them, Plaintiff
3 reasonably reposed their trust in Defendants' representations and disclosed her
4 private financial information to Defendants, in order that Defendants could in
5 keeping with their representations, find a loan which was in the best interests of
6 Plaintiff given her financial needs and limitations. More particularly, Defendants,
7 and each of them, represented that they would not make a loan to Plaintiff unless
8 she could afford the loan, and that they would not make the loan unless and until
9 she had passed the underwriting guidelines of the lender, which further assured that
10 the loan being offered to Plaintiff was in fact in the Plaintiff's best interest, and
11 that the loan was within Plaintiff's financial needs and limitations.
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18 524. The loan which contained excessive financing was approved to allow closing
19 costs to be financed. That Defendants failed to utilize adequate due diligence
20 regarding Plaintiff's ability to repay the loan, Defendants' as part of their
21 continuing scheme intentionally placed Plaintiff in a sub-prime loan to the benefit
22 of the Defendants with excessively high interest rates, Defendants failed to provide
23 Plaintiff mandated disclosures and Defendants repeatedly employed coercive
24 tactics in order to force Plaintiff to sign the loan documents.
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1 525. Plaintiff alleges that due to the fraud of Defendants the title to the subject
2 property has been rendered unmarketable in that Defendants and their assigns,
3 have caused to be recorded as against the subject property documents which have
4 clouded Plaintiff's title thereto.
5

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8 526. Plaintiff seeks an Order of the court quieting title to the subject property ,
9 effective as of the date on which the Subject Loan was commenced.
10

11 527. Defendant obtained the initial deed of trust by unlawfully entering into a
12 promissory note with Plaintiff. Defendants fraudulently induced Plaintiff to enter
13 into a loan with lenders. Defendants obtained their interest in the subject property
14 illegally and fraudulently and therefore had no right to convey such interest to any
15 other trustees, nominees, or beneficiaries.
16
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19 528. Defendants obtained interests in the property located at 4011 Hubert Avenue,
20 Los Angeles, California 90008 as trustees, nominees or beneficiaries of lenders. As
21 lenders had no right to convey such interest to any other trustees, nominees, or
22 beneficiaries, Defendants could not have lawfully obtained beneficial interests in
23 the subject property. For the reasons set forth herein, Defendants hold no beneficial
24 interest in the subject property.
25

26 529. Plaintiff is therefore seeking to quiet title against the claims of said
27 Defendants under the said deeds of trust, effective as of the date on which the
28 Subject Loan was commenced.

1
2 530. Plaintiff's desire and is entitled to a judicial declaration quieting title in
3 Plaintiff's name as of the date on which the Subject Loan was consummated.
4

5 531. Defendants securitized Plaintiff's single-family residential mortgage loan
6 through RFC. Plaintiff is informed and believes that the lawful beneficiary has
7 been paid in full. The DOT states in paragraph 23:

8 Reconveyance. Upon payment of all sums secured by this Security
9 Instrument, lender shall request Trustee to reconvey the Property and shall
10 surrender this Security Instrument and all notes evidencing debt secured by this
11 Security Instrument to Trustee. Trustee shall reconvey the Property without
12 warranty to the person or persons legally entitled to it...

13
14 532. The DOT does not state that Plaintiff must pay all sums, only that all secured
15 sums must be paid. Plaintiff alleges that the obligations owed to AMN under the
16 DOT were fulfilled and the loan was fully paid when AMN received funds in
17 excess of the balance on the Note as proceeds of sale through securitization(s) of
18 the loan and insurance proceeds from Credit Default Swaps.
19

20 533. Defendants' claims are adverse to Plaintiff because Plaintiff is informed and
21 believes that none of the Defendants is a holder of the Note, none of them can
22 prove any interest in the Note, and none of them can prove that the Note is secured
23 by the DOT, as well as for the reasons set forth in the preceding causes of action.
24 As such, Defendants have no right, title, lien, or interest in the "Property".
25

26 534. Plaintiff therefore seeks a judicial declaration that the title to the
27
28

1 "Property" is vested solely in Plaintiff and that Defendants have no right, title,
2 estate, lien, or interest in the Property and that Defendants and each of them be
3 forever enjoined from asserting any right, title, lien or interest in the Property
4 adverse to Plaintiff.

5 535. The Plaintiff seeks to quiet title against the claims of the Defendants; ALL
6 PERSONS UNKNOWN, CLAIMING ANY LEGAL OR EQUITABLE RIGHT,
7 TITLE, ESTATE, LIEN, OR INTEREST IN THE PROPERTY DESCRIBED IN
8 THE COMPLAINT ADVERSE TO PLAINTIFF'S TITLE, OR ANY CLOUD ON
9 Plaintiff's TITLE THERETO; and DOES 1 through 20 (collectively referred to
10 herein as the "Title Defendants"). In fact, the Title Defendants had no right to title
11 or interest in the Subject Property and no right to entertain any rights of ownership
12 including the right to foreclosure, offering the Subject Property for sale at a
13 Trustee's sale, demanding possession or filing cases for unlawful detainer.

14 536. The Plaintiff seeks to quiet title on the Subject Property. Plaintiff seeks a
15 judicial declaration that the title to the Subject Property is vested in the Plaintiff
16 alone and that the Title Defendants and each of them be declared to have no
17 interest estate, right, title or interest in the Subject Property and that the Title
18 Defendants, their agents and assigns, be forever enjoined from asserting any estate,
19 right title or interest in the Subject Property subject to the Plaintiff's rights.

20 CONCLUSION

21 In the interest of justice and prudence, this Court should study the effects of the
22 criminal conspiracy to defraud America known as MERS and ill-fated criminal
23 acts of "pretender lenders" which are servicers like AURORA purporting to be a
24 holder in due course, and their partners in crime – the trustee, CAL-WESTERN,
25 who at their beckon call is on standby to conduct each and every fraudulent
26 foreclosure at its disposal. In order to prevent the destruction of this country by the
27 criminal conspiracy, an Injunctive Relief in favor of Plaintiff to prevent the loss of
28 her home and irreparable harm from Defendants is necessary, and is also in the
interest of the public.

DEMAND FOR JURY TRIAL

Plaintiff hereby request a trial by jury of no less than twelve (12) persons on all issues so triable pursuant to California Civil Procedure 192 and 220.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against the Defendants as follows:

1. For award of damages against Defendants and each of them on Plaintiff's claims as applicable as alleged above in an amount to be shown at trial if Defendants steal Plaintiff's home as a result of this illegal foreclosure;
2. For a loan modification at market value, with terms acceptable to Plaintiff, should Defendants be prohibited from conducting the illegal foreclosure sale;
3. For an order of rescission on behalf of named Plaintiff;
4. For a temporary restraining order and preliminary and permanent injunction on behalf of Plaintiff against AURORA, DEUTSCHE and CAL-WESTERN, in addition to each and every one of their respective officers, agents, employees, servants, and attorneys, and those persons in active concert or participation with any of them or each of them, as specifically alleged above from transferring any interest in the subject property, from proceeding with any eviction action as to the Plaintiff and their residence and/or proceeding with any collection action against the Plaintiff;
5. For a declaratory judgment holding that Plaintiff's rights were violated as alleged above;

1 6. For a judgment for the Plaintiff for all money damages available in a
2 sum to be determined if Defendants steal her home, in an amount to be shown at
3 trial;

4 7. For an award of attorney fees to the Plaintiff for her reasonable
5 attorney's fees, court costs and necessary disbursements incurred in connection
6 with this lawsuit; and,

7 Plaintiff demands a jury trial.

8 WHEREFORE, Plaintiffs pray for judgment and an order against Defendants,
9 inclusive, as follows:

- 10 1. That judgment be entered in Plaintiff's favor and against Defendants, and each
11 of them;
- 12 2. For an order requiring Defendants to show cause, if any, why they should not be
13 enjoined as set forth below, during the pendency of the action;
- 14 3. For a temporary restraining order, preliminary and permanent injunction
15 preventing Defendants or anyone acting in concert with them, from collecting on
16 the Subject Loan and from causing the subject property to be sold, assigned or
17 transferred to a third party;
- 18 4. For an order stating that Defendants engaged in unfair business practices;
- 19 5. For damages, disgorgement, and injunctive relief under California's common
20 and statutory law of unfair business practices;
- 21 6. For compensatory and statutory damages, attorneys' fees and costs according to
22 proof at trial;
- 23 7. For treble damages;
- 24 8. For exemplary damages in an amount sufficient to punish and deter Defendants'
25 misconduct;
- 26 9. For rescission of the promissory note;
- 27 10. An accounting of any amounts owed between Plaintiffs and Defendants;
- 28 11. For such other relief as the Court may deem just and proper.

8. For such other and further relief as the Court deems just and equitable.

Respectfully submitted:

Dated this 22nd day of August, 2011.

Smith

TIA SMITH, Pro Per

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VERIFICATION

I, Tia Smith, am the Plaintiff in the above-entitled action. I have read the foregoing Complaint and know the contents thereof. The same is true of my own knowledge, except as to those matters which are therein alleged on information and belief, and as to those matters, I believe it to be true. I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed this 1st day of August, 2011, in Los Angeles, California.



TIA SMITH, Plaintiff

MEMORANDUM OF LAW

THE NOTE AND MORTGAGE (DEED OF TRUST) ARE INSEPARABLE

Kirby v. Williams 230 F2d 330 (US Court of Appeals, 5th cir.) Feb 10, 1956, Rehearing denied Apr. 24, 1956 states: "the note and mortgage are inseparable, the former as essential, the latter as an incident. An assignment carries the mortgage with it, while an assignment of the latter is a nullity."

1 Instant matter: presenting a copy of a note with the excuse of "customary
2 procedure" is inadmissible. See: In United States of America v. Hibernia Nat'l.
3 Bank, 841 F2d 592 96 A.L.R. Fed. 895, 5 UCC Rep. Serv. 2d 1392, U.S. Court of
4 Appeals, 5th cir. Apr. 5, 1988. Rehearing and Rehearing En Banc Denied May 9,
5 1988, the Court stated: "**Hibernia's reliance on commercial custom is
6 misplaced, commercial custom does not apply where the UCC provides
7 otherwise.**" Plaintiff has no evidence that U.S. BANK is a true holder in due
8 course and that they have anything other than just a "copy" of the alleged note in
9 question and the fraudulent assignment, the groundwork of a fraudulent
10 foreclosure. This is inexcusable and shows the intent of U.S. BANK to deceive
11 and misrepresent their true status.

12
13 **Carpenter v. Longan, 83 US 271, 274 21 L.Ed. 313 (1872):** The Note and Deed
14 are inseparable. In this case, the Note and Deed have been separated from the
15 beginning. This act alone determines that the acts of One West Bank have been
16 without authority. See; **Restatement Property, 3rd.**

17 **In Re Leisure Time Sports, Inc. 194 B.R. 859, 861 (9th cir. 1996) stating that:**
18 ***"[a] security interest cannot exist, much less be transferred, independent from
19 the obligation which it secures and that, if the debt is not transferred, neither is
20 the security interest."*** U.S. BANK has not, and cannot ever, evidence to this court
21 that the Note and Deed were kept together or that any valid assignments were ever
22 given in this matter. Since the original beneficial holder made no assignment to
23 U.S. BANK, U.S. BANK takes the assignment as it was given to them, with no
24 power of sale. Further, ***the assignment evidenced by U.S. BANK as their proof of
25 claim is void for illegal and improper filing with the County Records' Office.***
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1 **Kelly v. Upshaw, 39 Cal. 2d 179, 192, 246 P2d 23 (1952): "assigning only the**
2 **deed without a transfer of the note is completely ineffective; see also:**
3 **Restatement of Property (3d) (Mortgages) § 5.4 stating: "A mortgage may be**
4 **enforced only by, or in behalf of, a person who is entitled to enforce the**
5 **OBLIGATION that the mortgage secures." (emphasis mine). Again, U.S. BANK**
6 **fails to evidence their substantive right to invoke this courts' jurisdiction, making**
7 **them subject to a lack of standing to even plead before this court.**

8
9 **INJUNCTIVE RELIEF IS PROPER AND JUST**

10 A private party may seek declaratory and injunctive relief against state actions on
11 the basis of Federal preemption where a federal right exists [*Bernhardt v. Los*
12 *Angeles County (9th cir. 2003) 339 F3d 920, 929*]. Plaintiffs are entitled to due
13 process and have been denied that right by virtue of U.S. BANK availing
14 themselves of the Courts' jurisdiction through the statutory scheme of non-judicial
15 foreclosure.

16 **Injunctive Relief:** likelihood of irreparable injury: party must demonstrate
17 irreparable injury is likely in the absence of injunction [*Winter v. Natural*
18 *Resources Defense Council, Inc. (2008) See: Freedom Holdings, Inc. v. Spitzer*
19 *(2nd cir. 2005) 408 F3d 112, 114-irreparable injury is the "single most*
20 **important prerequisite for the issuance of a preliminary injunction."** In this
21 instant matter, Plaintiff would be irreparably harmed by the illegal unlawful
22 detainer proceeding as a direct result of the illegal foreclosure sale proceeding
23 without proper authority in that they would lose possession of their property
24 through the Defendants' abuse of the California statutory scheme of non-judicial
25 foreclosure.

26
27 **"Sufficient serious questions make them a fair ground for litigation plus the**
28 **balance of hardships tipped sharply in plaintiffs favor." [Dept. of Parks and**

1 **Rec. for state of Calif. V. Bazaar Del Mundo, Inc. (9th cir. 2006) 448 F3d**
2 **1118,1123; Cliffs Notes, Inc. v. Bantam Doubleday Dell Pub. Group, Inc. (2nd**
3 **cir. 1989) 886 F2d 490, 497; See also: J. Ginsburg Dissent Opn. In Winter v.**
4 **Natural Resources Defense Council, Inc., supra US at , 129 S.ct. at 392-**
5 ***court may evaluate claims for equitable relief on a "sliding scale", awarding***
6 ***relief based upon a lower likelihood of harm when the likelihood of success is***
7 ***very high..***

8
9 **Evidentiary considerations:** A preliminary injunction is customarily granted on
10 the basis of procedures less formal and evidence less complete than at trial.
11 Therefore, plaintiff need not prove his case at a preliminary injunction
12 hearing...plaintiffs' evidence ***need not meet summary judgment standards.***
13 **(FRCP)**

14
15 ***"Because the note in question was not payable 'to order or to the bearer', the***
16 ***plaintiff payee did not 'hold in due course'.*** [Pascal v. Tardera (1986) 123 A.D.
17 **2d 752, 507 N.Y.S. 2d 225]; *"where an instrument is neither payable to order or***
18 ***to bearer, no one can qualify as a holder in due course,"*** [Key Bank of S.E New
19 **York v. Strober Bros., Inc. (1988) 136 A.D. 2d 604, 523 N.Y.S. 2d 855].**

20 Plaintiff Deutsche has exhibited no evidence of having the holder in due course
21 status needed to pursue this matter and cannot ever bring said evidence before this
22 court, nor can they ever evidence being or representing the true creditor. This
23 necessary element precludes Deutsche from exercising any power or authority over
24 the subject property.
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1 "Where administrative action may result in loss of both property and life, or of all
2 that makes life worth living, any doubt as to the extent of power delegated to
3 administrative

4 officials is to be resolved in citizen's favor, and court must be especially sensitive
5 to the citizen's rights where proceeding is non-judicial." United States v. Minker,
6 350 U.S.179(1956).

7
8 **ANY MERS ASSIGNMENT TO ANY NON-MERS MEMBER IS A**
9 **NULLITY AND IS VOID FOR LACK OF AUTHORITY TO ASSIGN ANY**
10 **INTEREST AS THERE IS NONE!** MERS, Inc. could never have given any
11 rights to One West Bank it did not possess at the time of the recorded assignment,
12 which is still void for violations of state and federal laws. MERS, Inc. argued in
13 the above case that: "*it is not authorized to engage in the practices that would*
14 *make it a party to enforcement or transfer of mortgages.*" Non-judicial
15 foreclosure is an obvious enforcement action and attempt to collect a debt by
16 extortionate means within the state of California and, therefore, MERS, Inc. or any
17 of its fatally assigned "beneficiaries" lacks the authority to invoke the statutes or
18 laws within this state.
19

20
21 **Mtg. Electronic Reg. Sys., Inc. v. Nebraska Dep't. of Banking and Finance,**
22 **704 N.W. 2d 784, 786-787 (Neb. 2005) :** MERS, Inc. represented that it "*only*
23 *holds legal title to members' mortgages in a nominee capacity and is*
24 *contractually prohibited from exercising any rights with respect to the mortgages*
25 *(i.e., foreclosures) without the authorization of its members."*
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1 **MERS, Inc Assignment does not confer standing or authority: See: In re**
2 **Sheridan, 2009 WL 631355, *4(Bankr. D. Idaho 2009); in re Mitchell, 2009**
3 **WL 1044368, *3-4(Bankr. D. Nev. 2009); in re Jacobson, 402 B.R. 359, 367**
4 **(Bankr. W.D. Wash. 2009). As noted in the *Sheridan Court*, MERS, Inc.**
5 **"collects no money from the debtors under the note(s), nor will it realize the**
6 **value of the property through the foreclosure of the deed of trust in the event**
7 **the note is not paid." 2009 W.L. 631355 at *4. MERS, Inc. and U.S. BANK have**
8 **never had any pecuniary or financial interest in the subject property and lack**
9 **standing to invoke the non-judicial foreclosure statutory scheme within the state of**
10 **California.**

11
12 **Saxon Mortgage Services, Inc. v. Ruthie B. Hillery No. C-08-4357 EMC**
13 **(Docket no. 7) US Dist. Court For Northern Dist. Of Calif.: "*Because MERS***
14 ***has no financial interest in the note, it will suffer no injury if the note is not paid***
15 ***and will realize no benefit if the D.O.T. is foreclosed. Accordingly, MERS, Inc.***
16 ***cannot satisfy the requirements of constitutional standing. GMAC, as MERS'***
17 ***assignee of the D.O.T., "stands in the shoes" of the assignor, taking only those***
18 ***rights and remedies the assignor would have had. [Hunnicut Constr. Inc. v.***
19 ***Stewart Title & Trust of Tucson, Trust No. 3496, 187 Az. 301, 304 (Ct. App.***
20 ***1996) citing Van Waters & Rogers v. Interchange Res., Inc., 114 Az. App. 414,***
21 ***417 (1971); In re Boyajian, 367 B.R. 138, 145 (9th cir. BAP 2007).*** It is well
22 settled law and is therefore a functional impossibility for MERS, Inc. to have
23 assigned any rights to power of sale, substitution of trustee, non-judicial
24 foreclosure, and ultimately, Unlawful Detainer, to Defendant U.S. Bank, or any
25 other person/entity.
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1 **Bellistri v. Ocwen, 284 SW 3d, 619 (Missouri Appeal, cert. denied); In re**
2 **Vargas (Cal. B.K.) 396, Bankr. 517; Supreme Court State of Kansas,**
3 **Landmark Nat'l Bank v. Kesler, Mortgage Electronic Registration Systems,**
4 **Inc. (MERS) No. 98, 48: In these and all cases listed above, the courts**
5 **demonstrated that MERS, Inc's capacity is limited and that MERS, Inc. never had**
6 **the authority to execute the assignments. The courts all held the assignments to be**
7 **invalid. Even in the light most favorable to Deutsche Bank in this case, the**
8 **assignments allegedly made and filed by Deutsche are void and invalid on their**
9 **face for false information in the instrument as filed by Deutsche Bank.**

10
11 **ALS CANNOT BENEFIT FROM RECORDING FALSE DOCUMENTS**

12 **Generes v. Justice Court, 106 Cal. App. 3d 678, 165 Cal. Rptr. 222 (3rd Dist.**
13 **1980); People v. Baender, 68 Cal. App. 49, 228 P. 536 (1st Dist. 1924): “**
14 ***knowingly recording spurious documents for the record with intent to defraud.”***
15 **Every person who files a false or forged document with the County Recorder that**
16 **affects title to, or places an encumbrance on, or places an interest secured by a**
17 **mortgage or deed of trust on, real property....with knowledge that the document is**
18 **false or forged is punishable by statute (Cal. Penal Code § 115.5 (a)(b)(c)(d)). The**
19 **word “knowingly” in the statute does not import intent, but merely refers to**
20 **knowledge of the essential facts. In the case of a deed, the crime is complete when**
21 **the deed has been prepared so that upon its' face it will have the effect of**
22 **defrauding one who acts upon it as genuine. Defendants have knowingly filed**
23 **documents within Los Angeles County Recorder's Office that are unquestionably**
24 **false and patently misleading to those relying on them as being true and correct,**
25 **thus damaging Plaintiff by the invalid trustee's deed upon sale that was directed by**
26 **U.S. Bank and clouding Plaintiffs' title. The entire foreclosure proceeding is a**
27 **baseless, invalid monstrosity and is the foundation for Plaintiffs' case.**
28


1 *California Civil Code §3517* No one can take advantage of his own wrong.

2
3 **WHEN THE NOTE IS SPLIT FROM THE DEED THE LOAN IS**
4 **UNSECURED**

5 When the note is split from the deed of trust, "the note becomes, as a practical
6 matter, unsecured." RESTATEMENT (THIRD) OF PROPERTY (MORTGAGES)
7 § 5.4 cmt. a (1997).

8 A person holding only a note lacks the power to foreclose because it lacks the
9 security, and a person holding only a deed of trust suffers no default because only
10 the holder of the note is entitled to payment on it. See RESTATEMENT (THIRD)
11 OF PROPERTY (MORTGAGES) § 5.4 cmt. e (1997).

12 "Where the mortgagee has 'transferred' only the mortgage, the transaction is
13 a **nullity** and his 'assignee,' having received no interest in the underlying debt or
14 obligation, has a worthless piece of paper." 4 RICHARD R. POWELL, POWELL
15 ON REAL PROPERTY, § 37.27[2] (2000).

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20 TIA SMITH, PRO PER

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Exhibit A

Quitclaim Deeds

RECORDING REQUESTED BY:
North American Title Company

AND WHEN RECORDED MAIL TO:

Tia Danielle Smith
4011 Hubert Avenue
Los Angeles CA 90008



THIS SPACE FOR RECORDER'S USE ONLY:

Title Order No.: 157-4019-63

Escrow No.: 100405-DS

QUITCLAIM DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX is \$NONE CITY TRANSFER TAX \$NONE

☒ computed on full value of property conveyed, or "This Conveyance transfers the grantors interest out of his or her revocable living trust, R & T 11930."

☐ computed on full value less value of liens or encumbrances remaining at time of sale.

☐ Unincorporated area ☒ City of Los Angeles AND

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Tia Smith Trustee of the Tia Smith Trust Dated December 4, 2003

do(es) hereby remise, release and forever quitclaim to:

Tia Danielle Smith, An Unmarried Woman

the real property in the City of Los Angeles, County of Los Angeles, State of California, described as:

Lot 23 of Tract No. 11193, in the City of Los Angeles, County of Los Angeles, State of California, as per Map recorded in Book 202, Pages 18 and 19 of Maps, in the Office of the County Recorder of said County.

Also Known as: 4011 Hubert Avenue, Los Angeles, CA 90008

A.P. # 5033-016-023

DATED October 12, 2006

STATE OF CALIFORNIA

COUNTY OF Los Angeles

On 12-2-06

Before me, Rosalind G. Stevedo Notary Public

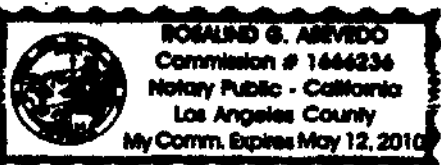
A Notary Public in and for said State, personally appeared Tia Smith - TR

Tia Danielle Smith

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Signature [Signature]



(This area for official notarial seal)

MAIL TAX STATEMENTS TO PARTY SHOWN BELOW; IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE:

RECORDING REQUESTED BY:
North American Title Company

AND WHEN RECORDED MAIL TO:

Tia Danielle Smith
4011 Hubert Avenue
Los Angeles CA 90008

12/11/08

20062737261

THIS SPACE FOR RECORDER'S USE ONLY:

Title Order No.: 157-4019-63

Escrow No.: 180405-DS

QUITCLAIM DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX is \$NONE CITY TRANSFER TAX \$NONE

☒ computed on full value of property conveyed, or "This Conveyance transfers the grantors interest into his or her revocable living trust, R & T 11930."

☐ computed on full value less value of liens or encumbrances remaining at time of sale.

☐ Unincorporated area ☒ City of Los Angeles AND

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Tia Danielle Smith, An Unmarried Woman

do(es) hereby remise, release and forever quitclaim to:

"This conveyance transfers
an interest into or out of a
Living Trust, R & T 11930."

Tia Smith Trustee of the Tia Smith Trust Dated December 4, 2003

the real property in the City of Los Angeles, County of Los Angeles, State of California, described as:

Lot 23 of Tract No. 11193, in the City of Los Angeles, County of Los Angeles, State of California, as per Map recorded in Book 202, Pages 18 and 19 of Maps, in the Office of the County Recorder of said County.

Also Known as: 4011 Hubert Avenue, Los Angeles, CA 90008

A.P. # 5033-016-023

DATED October 12, 2006
STATE OF CALIFORNIA

COUNTY OF Los Angeles

On 12-2-06
Before me, Rosalind G. Beardsley, Notary
A Notary Public in and for said State, personally appeared

Tia Danielle Smith

Tia Danielle Smith

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument
WITNESS my hand and official seal.



Signature

(This area for official notarial seal)

MAIL TAX STATEMENTS TO PARTY SHOWN BELOW; IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE:

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Exhibit B

Deed of Trust

State of California

County of Los Angeles

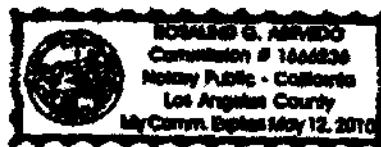
On 12-2-06

, before me Rosalind G. Asencio, notary
Public
personally appeared

Tia Danielle Smith

, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal



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(1) No Hazardous Substance has been located, used, manufactured, generated, treated, handled, stored, spilled, disposed of, discharged or released by any person on, under or about the Property

(2) Trustor has no knowledge of or reason to believe that there is any pending or threatened investigation, assessment, claim, demand, action or proceeding of any kind relating to (i) any alleged or actual Hazardous Substance located under or about the Property or (ii) alleged or actual violation or noncompliance by Trustor or any tenant of Trustor with regard to any Environmental Law involving the Property

(3) Neither Trustor nor any tenant of Trustor is required by any Environmental Law to obtain or maintain any permit, license, financial responsibility certificate or other approval as a condition to its business operations or in connection with its use, development or maintenance of the Property

c Trustor represents and warrants that Trustor and every tenant of Trustor have been, are and will remain in full compliance with any Environmental Law applicable to its business operations and its use, development or maintenance of the Property

d Trustor agrees to permit, or cause any tenant of Trustor to permit, Beneficiary to enter and inspect the Property at any reasonable time for purposes of determining, as Beneficiary deems necessary or desirable, (i) the existence, location and nature of any Hazardous Substance on, under or about the Property, (ii) the existence, location, nature, magnitude and spread of any Hazardous Substance that has been spilled, disposed of, discharged or released on, under or about the Property or (iii) whether or not Trustor and any tenant of Trustor are in compliance with applicable Environmental Law. If Trustor or its tenant fails to comply fully with the terms hereof, Beneficiary may obtain affirmative injunctive relief therefor

e Trustor agrees to indemnify and hold Beneficiary and its successors or assigns harmless from and against all losses, claims, demands, liabilities, damages, cleanup, response and remediation costs, penalties and expenses, including, without limitation, all costs of litigation and attorneys' fees, which Beneficiary and its successors and assigns may directly or indirectly sustain or suffer as a consequence of any inaccuracy or breach of any representation, warranty or promise made in this deed of trust in connection with any Hazardous Substance or Environmental Law. Notwithstanding any of the language in the deed of trust to the contrary, this indemnity covers claims asserted after all the indebtedness secured by this deed of trust has been paid and discharged, whether or not the deed of trust has also been reconveyed to Trustor. The only exclusions hereto may relate to claims arising out of the affirmative acts of Beneficiary or of a third party after Trustor's interest in the Property has terminated.

f The provisions of this Paragraph 4 shall not be affected by the acquisition by Beneficiary or its successors or assigns of any ownership or other interest in the Property beyond Beneficiary's security interest in the Property created under this deed of trust, whether or not such acquisition is pursuant to the foreclosure of this deed of trust or a merger of the interest of the Beneficiary or its successors and assigns in the Property

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affected by any prior declaration or notice of default. The exercise by Beneficiary of the right of rescission shall not constitute a waiver of any default then existing or subsequently occurring, nor impair the right of the Beneficiary to execute other declarations of default and demand for sale, or notices of default and of election to cause the Property to be sold, nor otherwise affect the note or deed of trust, or any of the rights, obligations or remedies of the Beneficiary or Trustee hereunder

h At least three months or any lesser period required by law having elapsed between the recordation of the notice of default and the date of sale, Trustee, having first given notice of sale as then required by law, shall sell the Property at the time and place of sale fixed by it in the notice of sale, either as a whole or in separate parcels, and in such order as the Trustee may determine, at public auction to the highest bidder for cash, in lawful money of the United State of America, payable at the time of sale except as otherwise permitted by law. Trustee may postpone sale of all or any portion of the Property by public announcement at the time of sale, and from time to time thereafter may postpone the sale by public announcement, all as permitted by law. Trustee shall deliver to the purchaser its deed conveying the Property so sold, but without any covenant or warranty, expressed or implied. The recital in any such deed of any matters or facts, stated either specifically or in general terms, or as conclusions of law or fact, shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee or Beneficiary, may purchase at the sale. After deducting all costs, fees and expenses of Trustee and of this trust, including costs of evidence of title in connection with the sale, the Trustee shall apply the proceeds of this sale to the payment of all sums then secured hereby, in such order and manner as may be required by the Beneficiary, the remainder, if any, to be paid to the person or persons legally entitled thereto. If Beneficiary shall elect to bring suit to foreclose this deed of trust in the manner and subject to the provisions, rights and remedies relating to the foreclosure of a mortgage, Beneficiary shall be entitled to reasonable attorney's fees and litigation costs

i Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this deed of trust is recorded and the name and address of the new Trustee

j This deed of trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including, without limitation, pledgees, of the note, guarantee, Agreement, or other evidence of indebtedness secured hereby, whether or not named as Beneficiary herein. In this deed of trust, whenever the context so requires, the singular number includes the plural

k Trustee accepts this Trust when this deed of trust, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee

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f. To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the maximum rate allowed by law in effect at the date hereof or at the option of Beneficiary, such sums may be added to the principal balance of any indebtedness secured hereby and shall bear the highest rate of interest as any such indebtedness.

g. To pay for any statement provided for by the law in effect on the date hereof regarding the obligation secured hereby in the amount demanded by the Beneficiary but not to exceed the maximum allowed by law at the time the statement is demanded.

3. IT IS FURTHER AGREED THAT

a. Any award of damages in connection with any condemnation for public use of or injury to the Property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such monies received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

b. By accepting payment of any sum secured hereby after its due date, or after the filing of notice of default and of election to sell, Beneficiary shall not waive its right to require prompt payment when due of all other sums so secured, or to declare default for failure so to pay, or to proceed with the sale under any such notice of default and of election to sell, for any unpaid balance of said indebtedness. If Beneficiary holds any additional security for any obligation secured hereby, it may enforce the sale thereof at its option, either before, contemporaneously with, or after the sale is made hereunder, and on any default of Trustor, Beneficiary may, at its option, offset against any indebtedness owing by it to Trustor, the whole or any part of the indebtedness secured hereby.

c. Without affecting the liability of any person, including, without limitation, Trustor, for the payment of any indebtedness secured hereby, or the lien of this deed of trust on the remainder of the Property for the full amount of any indebtedness unpaid, Beneficiary and Trustee are respectively empowered as follows:

(1) Beneficiary may from time to time and without notice (a) release any person liable for the payment of any of the indebtedness, (b) extend the time or otherwise alter the terms of payment of any of the indebtedness, (c) accept additional security therefor of any kind, including deeds of trust or mortgages, (d) alter, substitute or release any of the Property securing the indebtedness.

(2) Trustor may, at any time, and from time to time, upon the written request of Beneficiary (a) consent to the making of any map or plat of the Property, (b) join in granting any easement or creating any restriction thereon, (c) join in any subordination or other agreement affecting this deed of trust or the lien or charge thereof or, (d) reconvey, without any warranty, all or any part of the Property.

d. Upon (a) written request of Beneficiary or (b) performance of all obligations of the Trustor hereunder and under each and every note, guarantee, Agreement or other writing evidencing the indebtedness secured hereby, and upon surrender of this deed of trust to Trustee for cancellation and retention and upon payment of its fees, Trustor shall reconvey, without warranty, the Property then held hereunder. The recital in such reconveyance of any matters of fact shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described

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Parcel ID Number 5033-016-023

together with all improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Beneficiary to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this deed of trust, and all of the foregoing, together with said property (or the leasehold estate if this deed of trust is on a leasehold) are herein referred to as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Deed of Trust; but, if necessary to comply with law or custom, MERS, (as nominee for Lender and Lender's successors and assigns), has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property, and to take any action required of Lender including, but not limited to, releasing or canceling this Deed of Trust.

1. THIS DEED OF TRUST SECURES

a. All of the obligations of Trustor in favor of Beneficiary or order under the terms of a revolving credit agreement dated NOVEMBER 13, 2006, herein called Agreement. The Agreement provides, among other things, for the payment of all sums advanced by Beneficiary from time to time pursuant to the Agreement and for the payment of interest. The maximum principal obligation under the Agreement to be secured by this deed of trust at any one time is SIXTY NINE THOUSAND FIVE HUNDRED AND 00/100 Dollars (\$ 69,500.00) unless Beneficiary, with Trustor's written consent, hereafter increases this amount. Advances made by Beneficiary to protect the security of this deed of trust or to preserve the Property shall not be subject to the limitation of the preceding sentence.

The security of this deed of trust shall not be affected by the extension, renewal or modification from time to time of the obligations, instruments or agreements described above.

b. Payment of any and all obligations and liabilities, whatsoever, whether primary, secondary, direct, indirect, fixed or contingent, whether now or hereafter due from Trustor (or any successor in interest to Trustor) whether created directly or acquired by assignment if the documents evidencing such obligation or liability or any other writing signed by Trustor (or any successor in interest to Trustor) specifically provides that said obligation or liability is secured by this deed of trust.

c. Performance of each agreement of Trustor herein contained or contained in any other agreement, instrument or other writing to which Trustor is a party if the same is written in connection with any of the foregoing.

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RIDER TO NOTE AND SECURITY INSTRUMENT

LOAN NO. [REDACTED] 9130

THIS RIDER is made this 13TH day of NOVEMBER, 2006 and is incorporated into and shall be deemed to amend and supplement both the Note and Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note (the "Note") to AMERICAN MORTGAGE NETWORK, INC., A DELAWARE CORPORATION (the "Lender") of the same date and covering the property described in the Security Instrument and located at:
4011 HUBERT AVENUE, LOS ANGELES, CALIFORNIA 90008-2621

[Property Address]

PREPAYMENT PENALTY - FIRST 12 MONTHS OF NOTE

You have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment". When you make a Prepayment, you must tell the Note Holder in writing that you are doing so.

Subject to the Prepayment Penalty specified below, you may make a full Prepayment or partial Prepayment of your obligation. The Note Holder will use all of your Prepayments to reduce the amount of principal that you owe under this Note. If you make a partial Prepayment, there will be no changes in the due date(s) or in the amount of your monthly payment unless the Note Holder agrees in writing to those changes.

If within the 12 month period beginning with the date of the Note, (the "Penalty Period"), you make a full or partial Prepayment, you will pay a prepayment charge as consideration for the Note Holder's acceptance of such payment. No prepayment charge will be assessed for any prepayment made after the Penalty Period.

You may prepay an amount not exceeding twenty percent (20%) of the original principal amount in any twelve month period commencing from the date of the Note or anniversary dates thereof without penalty. However, during the Penalty Period, if the aggregate amount of the principal prepaid in any twelve month period exceeds twenty percent (20%) of the original principal amount of this loan, then as consideration of the acceptance of such Prepayment and in addition to any other sum payable hereunder, you agree to pay the Note Holder hereof a sum equal to six (6) months interest on the amount prepaid in excess of twenty percent (20%) of the original principal amount at the rate specified in the Note.

Such additional sums shall be paid whether prepayment is voluntary or involuntary including any prepayment affected by the exercise of any acceleration provisions contained in the Note to which this Rider is attached, or in the Security Instrument securing the Note to which this Rider is attached.

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LOAN NO. [REDACTED] 130

(H) Payment Options

After the first Interest Rate Change Date, Lender may provide me with up to three (3) additional payment options that are greater than the Minimum Payment, which are called "Payment Options". I may be given the following Payment Options:

- (i) **Interest Only Payment:** the amount that would pay the interest portion of the monthly payment at the current interest rate. The Principal balance will not be decreased by this Payment Option and it is only available if the interest portion exceeds the Minimum Payment.
- (ii) **Fully Amortized Payment:** the amount necessary to pay the loan off (Principal and Interest) at the Maturity Date in substantially equal payments
- (iii) **15 Year Amortized Payment:** the amount necessary to pay the loan off (Principal and Interest) within a fifteen (15) year term from the first payment due date in substantially equal payments. This monthly payment amount is calculated on the assumption that the current rate will remain in effect for the remaining term

These Payment Options are only applicable if they are greater than the Minimum Payment

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Section 18 of the Security Instrument entitled "Transfer of the Property or a Beneficial Interest in Borrower" is amended to read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

PayOption MTA ARM Rider
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LOAN NO. [REDACTED] 130

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(C) Index

Beginning with the first Interest Rate Change Date, my adjustable interest rate will be based on an index. The "index" is the "Twelve-Month Average" of the annual yields on actively traded United States Treasury Securities adjusted to a constant maturity of one year as published by the Federal Reserve Board in the Federal Reserve Statistical Release entitled "Selected Interest Rates (H.15)" (the "Monthly Yields"). The Twelve Month Average is determined by adding together the Monthly Yields for the most recently available twelve months and dividing by 12. The most recent index figure available as of the date 15 days before each Interest Rate Change Date is called the "Current Index".

If the index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(D) Calculation of Interest Rate Changes

Before each Interest Rate Change Date, the Note Holder will calculate my new interest rate by adding THREE AND 400/1000 percentage point(s) 3.400 % ("Margin") to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). This rounded amount will be my new interest rate until the next Interest Rate Change Date. My interest will never be greater than 9.950 %. Beginning with the first Interest Rate Change Date, my interest rate will never be lower than the Margin.

3. PAYMENTS

(A) Time and Place of Payments

I will make a payment every month

I will make my monthly payments on the 1ST day of each month beginning on

JANUARY 01, 2007. I will make these payments every month until I have paid all the Principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on DECEMBER 01, 2036, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at P. O. BOX 85302

ATTN: CASHIER'S DEPT., SAN DIEGO, CA 92186

or at a different place if required by the Note Holder

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments until the first Payment Change Date will be in the amount of U.S. \$ 1,918.87 unless adjusted under Section 3 (F).

(C) Payment Change Dates

My monthly payment may change as required by Section 3(D) below beginning on the 1ST day of JANUARY, 2008, and on that day every 12th month thereafter. Each of these dates is called a "Payment Change Date." My monthly payment also will change at any time Section 3(F) or 3(G) below requires me to pay a different monthly payment. The "Minimum Payment" is the minimum amount Note Holder will accept for my monthly payment which is determined at the last Payment Change Date or as provided in Section 3(F) or 3(G) below. If the Minimum Payment is not sufficient to cover the amount of the interest due then negative amortization will occur.

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EXHIBIT "A"
(LEGAL DESCRIPTION)

LOT 23 OF TRACT 11193, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 202, PAGES 18 AND 19 OF MAPS, RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID LOS ANGELES COUNTY.

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EXHIBIT "A"
(LEGAL DESCRIPTION)

LOT 23 OF TRACT 11193, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 202, PAGES 18 AND 19 OF MAPS, RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID LOS ANGELES COUNTY.

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requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. **Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

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to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. **Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. **Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. **Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

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lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan

5. **Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either (a) a one-time charge for flood zone determination, certification and tracking services, or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Note up to the amount of the outstanding loan balance. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Note up to the amount of the outstanding loan balance.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with

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of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS Borrower and Lender covenant and agree as follows.

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash, (b) money order, (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity, or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its right to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. **Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. **Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be

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Lender's address is P. O. BOX 85463, SAN DIEGO, CA 92186

(D) "Trustee" is FIRST AMERICAN TITLE INSURANCE COMPANY

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P O Box 2026, Flint, MI 48501-2026, tel (888) 679-MERS

(F) "Note" means the promissory note signed by Borrower and dated NOVEMBER 13, 2006

The Note states that Borrower owes Lender FIVE HUNDRED FIFTY SIX THOUSAND AND 00/100

Dollars

(U S \$ 556,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than DECEMBER 01, 2036

(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest

(I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower (check box as applicable):

<input checked="" type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Condominium Rider	<input type="checkbox"/> Second Home Rider
<input type="checkbox"/> Balloon Rider	<input type="checkbox"/> Planned Unit Development Rider	<input type="checkbox"/> 1-4 Family Rider
<input type="checkbox"/> VA Rider	<input type="checkbox"/> Biweekly Payment Rider	<input checked="" type="checkbox"/> Other(s) (specify)

PREPAYMENT PENALTY RIDER

(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions

(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization

(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) "Escrow Items" means those items that are described in Section 3

(N) "Miscellaneous Proceeds" means any compensation, settlement, award or damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property, (ii) condemnation or other taking of all or any part of the Property, (iii) conveyance in lieu of condemnation, or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property

(O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan

(P) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

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Exhibit C

Notice of Default

733396

Recording Requested By
When Recorded Mail To

Cal-Western Reconveyance Corp.
P.O. Box 22004
525 East Main Street
El Cajon CA 92022-9004

1241071-14 *XXXXX*
Trustee Sale No. 1241071-14

090663570

Space Above This Line For Recorder's Use

Loan No. XXXXXX6453 Ref: SMITH, TIA DANIELLE

THIS IS TO CERTIFY THAT THIS IS A FULL,
TRUE AND CORRECT COPY OF THE ORIGINAL
RECORDED IN THE OFFICE OF THE COUNTY

RECORDING FEE: \$15.00

RECORDED ON: September 24, 2009

AS DOCUMENT NO: 09-1452803

BY: s/ Luis Henriquez

LSI TITLE COMPANY (CA)

NOTICE OF DEFAULT

IMPORTANT NOTICE

IF YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR PAYMENTS, IT MAY BE SOLD WITHOUT ANY COURT ACTION, and you may have legal right to bring your account in good standing by paying all of your past due payments plus permitted costs and expenses within the time permitted by law for reinstatement of your account, which is normally five business days prior to the date set for the sale of your property. No sale date may be set until three months from the date this notice of default may be recorded (which date of recordation appears on this notice). This amount is \$25,509.83 as of September 23, 2009, and will increase until your account becomes current. While your property is in foreclosure, you still must pay other obligations (such as insurance and taxes) required by your note and deed of trust or mortgage. If you fail to make future payments on the loan, pay taxes on the property, provide insurance on the property, or pay other obligations as required in the note and deed of trust or mortgage, the beneficiary or mortgagee may insist that you do so in order to reinstate your account in good standing. In addition, the beneficiary or mortgagee may require as a condition to reinstatement that you provide reliable written evidence that you paid all senior liens, property taxes, and hazard insurance premiums.

Upon your written request, the beneficiary or mortgagee will give you a written itemization of the entire amount you must pay. You may not have to pay the entire unpaid portion of your account, even though full payment was demanded, but you must pay all amounts in default at the time payment is made. However, you and your beneficiary or mortgagee may mutually agree in writing prior to the time the notice of sale is posted (which may not be earlier than the end of the three-month period stated above) to, among other things, (1) provide additional time in which to cure the default by transfer of the property or otherwise; or (2) establish a schedule of payments in order to cure your default; or both (1) and (2).

Following the expiration of the time period referred to in the first paragraph of this notice, unless the obligation being foreclosed upon or a separate written agreement between you and your creditor permits a longer period, you have only the legal right to stop the sale of your property by paying the entire amount demanded by your creditor.

To find out the amount you must pay, or to arrange for payment to stop the foreclosure, or if your property is in foreclosure for any other reason, contact:

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC

C/O CAL-WESTERN RECONVEYANCE CORPORATION
525 EAST MAIN STREET
P.O. BOX 22004
EL CAJON 9004 CA 92022-9004
(619)590-9200

If you have any questions, you should contact a lawyer or the governmental agency which may have insured your loan.

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Exhibit D

Notice of Trustee's Sale

RECORDING REQUESTED BY
And When Recorded Mail To:

CAL-WESTERN RECONVEYANCE CORPORATION
525 EAST MAIN STREET
P.O. BOX 22004
EL CAJON CA 92022-9004



1241071-14 *nosxr*

Trustee Sale No. 1241071-14

Space Above This Line For Recorder's Use



NOTICE OF TRUSTEE'S SALE

LOAN NO. XXXXXX6453
REF. SMITH, TIA DANIELLE

APN: 5033-016-023 TRA 000067
UNINS

IMPORTANT NOTICE TO PROPERTY OWNER:

YOU ARE IN DEFAULT UNDER A DEED OF TRUST, DATED November 13, 2006. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDING AGAINST YOU, YOU SHOULD CONTACT A LAWYER

On January 19, 2010, at 10:00am, CAL-WESTERN RECONVEYANCE CORPORATION, as duly appointed trustee under and pursuant to Deed of Trust recorded December 08, 2006, as Inst. No. 20062729009, in book XX, page XX, of Official Records in the office of the County Recorder of LOS ANGELES County, State of CALIFORNIA executed by:

TIA DANIELLE SMITH, AN UNMARRIED WOMAN

WILL SELL AT PUBLIC AUCTION TO HIGHEST BIDDER FOR CASH, CASHIER'S CHECK DRAWN ON A STATE OR NATIONAL BANK, A CHECK DRAWN BY A STATE OR FEDERAL CREDIT UNION, OR A CHECK DRAWN BY A STATE OR FEDERAL SAVINGS AND LOAN ASSOCIATION, SAVINGS ASSOCIATION, OR SAVINGS BANK SPECIFIED IN SECTION 5102 OF THE FINANCIAL CODE AND AUTHORIZED TO DO BUSINESS IN THIS STATE:

**AT THE WEST SIDE OF THE LOS ANGELES COUNTY COURTHOUSE,
SOUTHEAST DISTRICT, 12720 NORWALK BLVD.,
NORWALK CALIFORNIA**

all right, title and interest conveyed to and now held by it under said Deed of Trust in the property situated in said County and State described as:

COMPLETELY DESCRIBED IN SAID DEED OF TRUST

3

NOTICE OF TRUSTEE'S SALE

Trustee Sales No. 1241071-14

The street address and other common designation, if any, of the real property described above is purported to be:

**4011 HUBERT AVENUE
LOS ANGELES CA 90008**

The undersigned Trustee disclaims any liability for any incorrectness of the street address and other common designation, if any, shown herein.

Said sale will be held, but without covenant or warranty, express or implied, regarding title, possession, condition, or encumbrances, including fees, charges and expenses of the Trustee and of the trusts created by said Deed of Trust, to pay the remaining principal sums of the note(s) secured by said Deed of Trust. The total amount of the unpaid balance of the obligation secured by the property to be sold and reasonable estimated costs, expenses and advances at the time of the initial publication of the Notice of Sale is: **\$630,063.73.**

If the Trustee is unable to convey title for any reason, the successful bidder's sole and exclusive remedy shall be the return of monies paid to the Trustee, and the successful bidder shall have no further recourse.

The beneficiary under said Deed of Trust heretofore executed and delivered to the undersigned a written Declaration of Default and Demand for Sale, and a written Notice of Default and Election to Sell. The undersigned caused said Notice of Default and Election to Sell to be recorded in the county where the real property is located.

Regarding the property that is the subject of this notice of sale, the "mortgage loan servicer" as defined in Civil Code § 2923.53(k)(3), declares that it has obtained from the Commissioner a final or temporary order of exemption pursuant to Civil Code section 2923.53 and that the exemption is current and valid on the date this notice of sale is recorded. The time frame for giving a notice of sale specified in Civil Code Section 2923.52 subdivision (a) does not apply to this notice of sale pursuant to Civil Code Sections 2923.52.

**FOR SALES INFORMATION: Mon - Fri 9:00am to 4:00pm (619)590-1221
CAL-WESTERN RECONVEYANCE CORPORATION
525 EAST MAIN STREET
P.O. BOX 22004
EL CAJON CA 92022-9004**

Dated: December 29, 2009

CAL-WESTERN RECONVEYANCE CORPORATION

By:

Pete Vella
Authorized Signature

Pete Vella /kv.

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Exhibit E

Corporate Assignment Of Deed Of Trust

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Exhibit F

SUBSTITUTION OF TRUSTEE

RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:



CAL-WESTERN RECONVEYANCE CORPORATION
525 EAST MAIN STREET
P.O. BOX 22004
EL CAJON CA 92022-9004



SPACE ABOVE THIS LINE FOR RECORDER'S USE

LOAN NO.: XXXXXX6453 T.S. NO.: 1241071-14
MERS PHONE: 1-888-679-6377 MIN NO: 1001310 2060989130 2

090005570

SUBSTITUTION OF TRUSTEE

This Form Provided By Cal-Western Reconveyance Corporation

WHEREAS, TIA DANIELLE SMITH, AN UNMARRIED WOMAN was the original Trustor,

FIRST AMERICAN TITLE INSURANCE COMPANY
was the original Trustee,

and MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR
AMERICAN MORTGAGE NETWORK, INC., A DELAWARE CORPORATION was the original
Beneficiary

under that certain Deed of Trust dated November 13, 2006 and recorded on December 08, 2006 as
Instrument No. 20062729009, in book XX, page XX of Official Records of LOS ANGELES County,
California, and

WHEREAS, the undersigned is the present Beneficiary under said Deed of Trust, and WHEREAS,
the undersigned desires to substitute a new Trustee under said Deed of Trust in the place and stead of
present Trustee thereunder, in the manner in said Deed of Trust provided.

NOW, THEREFORE, the undersigned hereby substitutes

CAL-WESTERN RECONVEYANCE CORPORATION
525 EAST MAIN STREET, P.O. BOX 22004
EL CAJON CA 92022-9004

as Trustee under said Deed of Trust.

SUBSTITUTION OF TRUSTEE

3

LOAN NO: 6453

TS NO: 1241071-14

Whenever the context hereof so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

Dated: SEP 15 2009

Mortgage Electronic Registration Systems, Inc. (MERS)



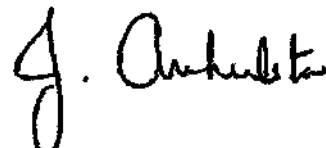
Jennifer Vicita
Assistant Secretary of MERS

STATE OF: California
COUNTY OF: San Diego

On 11/3/09 before me, J Archuleta, a Notary Public, personally appeared Jennifer Vicita, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



Exhibit V

Case Summary

Please make a note of the Case Number.

[Click here to access document images for this case.](#)

If this link fails, you may go to the Case Document Images site and search using the case number displayed on this page.

Case Number: BC465542

TIA SMITH VS MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC ET

Filing Date: 07/15/2011

Case Type: Eminent Domain/Condemnation (General Jurisdiction)

Status: Pending

Future Hearings

08/20/2014 at 08:30 am in department 50 at 111 North Hill Street, Los Angeles, CA 90012

Conference-Bankruptcy Status

[Documents Filed](#) | [Proceeding Information](#)

Parties

Click on any of the below link(s) to see names that begin with the letter indicated:

[A - M](#) [R - W](#)

AMERICAN MORTGAGE NETWORK INC. - Defendant/Respondent

AURORA BANK FSB - Defendant/Respondent

AURORA LOAN SERVICES LLC - Defendant/Respondent

BALSER JUSTIN D. ESQ. - Attorney for Deft/Respnt

CAL WESTERN RECONVEYANCE - Defendant/Respondent

CAL-WESTERN RECONVEYANCE CORPORATION - Defendant/Respondent

DEUTSCHE BANK TRUST COMPANY AMERICAS AS I - Defendant/Respondent

DOES 1-20 - Defendant/Respondent

DOES I-Z - Defendant/Respondent

FIRST AMERICAN TITLE INSURANCE COMPANY - Defendant/Respondent

FREIBERG JR. THOMAS A. - Mediator-Immediate Former

GMAC - Defendant Erroneously Sued As

GMAC MORTGAGE LLC - Defendant/Respondent

HANKINS SUZANNE M. ESQ. - Attorney for Defendant/Respondent

HERNANDEZ JESSE S. ESQ. - Attorney for Defendant/Respondent

HOMEcomings FINANCIAL - Defendant Erroneously Sued As

12-12020-mg Doc 7-1 of 7

Filed 08/22/14

Entered 08/22/14 16:38:15

Exhibit 7 -

Smith Docket Pg 3 of 15

HOMEcomings FINANCIAL LLC - Defendant/Respondent

KENNON RANDALL H. ESQ. - Mediator

LIU DAVID M. - Attorney for Defendant/Respondent

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS - Defendant/Respondent

Click on any of the below link(s) to see names that begin with the letter indicated:

[TOP](#) [A - M](#) [R - W](#)

RESIDENTIAL ACCREDIT LOANS INC. - Defendant/Respondent

RESIDENTIAL FUNDING COMPANY - Defendant/Respondent

SMITH TIA - Plaintiff & Plaintiff In Pro Per

SULLIVAN JOHN B. - Attorney for Defendant/Respondent

VAN DE KAMP JOHN K. - Mediator-Previous Former

WALMAR FINANCIAL GROUP - Defendant/Respondent

WRIGHT ROBIN PREMA ESQ. - Attorney for Defendant/Respondent

Click on any of the below link(s) to see names that begin with the letter indicated:

[TOP](#) [A - M](#) [R - W](#)

[Case Information](#) | [Party Information](#) | [Proceeding Information](#)

Please make a note of the Case Number.

[Click here to access document images for this case.](#)

If this link fails, you may go to the Case Document Images site and search using the case number displayed on this page.

Documents Filed (Filing dates listed in descending order)

Click on any of the below link(s) to see documents filed on or before the date indicated:

[08/09/2013](#) [08/22/2012](#) [02/27/2012](#) [10/14/2011](#)

06/24/2014 Motion (AUGMENT RECORD ON APPEAL.)

Filed by Plaintiff & Plaintiff in Pro Per

06/24/2014 Request for Judicial Notice

Filed by Plaintiff & Plaintiff in Pro Per

06/18/2014 Order (re: lack of right to represent EC Closing Corp. f/k/a Cal-Western Reconveyance Corporation in pending foreclosure actions . -signed by Judge Kalin-)

Filed by Attorney for Defendant/Respondent

05/22/2014 Notice (BANKRUPTCY COURT ORDER RE: LACK OF RIGHT TO REPRESENT)

Filed by Attorney for Defendant/Respondent

03/04/2014 Ntc to Prty re fee Clk's Transcpt

Filed by Clerk

02/24/2014 Notice of Continuance (Re: BANKRUPTCY STATUS)

Filed by Attorney for Defendant/Respondent

02/07/2014 Statement-Case Management

Filed by Attorney for Defendant/Respondent

12/12/2013 mg Doc 7-10-7

Filed 12/22/14

Entered 12/22/14 16:38:15

Exhibit 7 -

Smith Docket Pg 4 of 15

01/30/2014 Notice (OF BANKRUPTCY STATUS CONFERENCE)

Filed by Attorney for Plaintiff/Petitioner

01/30/2014 Statement-Case Management

Filed by Plaintiff & Plaintiff In Pro Per

12/12/2013 Statement-Case Management

Filed by Plaintiff & Plaintiff In Pro Per

12/12/2013 Notice of Lien

Filed by Lien Claimant

12/03/2013 Statement-Case Management

Filed by Attorney for Defendant/Respondent

11/14/2013 Order-Court Fee Waiver

Filed by Clerk

11/14/2013 Ntc to Atty re Notice of Appeal

Filed by Clerk

11/13/2013 Request-Waive Court Fees

Filed by Plaintiff/Petitioner

11/13/2013 Notice of Appeal

Filed by Plaintiff/Petitioner

11/13/2013 Designation of Record on Appeal

Filed by Plaintiff/Petitioner

11/04/2013 Notice of Ruling

Filed by Attorney for Defendant/Respondent

10/23/2013 Notice (OF BANKRUPTCY STATUS CONFERENCE)

Filed by Plaintiff & Plaintiff In Pro Per

10/23/2013 Reply to Opposition

Filed by Plaintiff & Plaintiff In Pro Per

10/15/2013 Opposition Document (TO RECONSIDER AND REVOKE ORDER SUSTAINING DEFENDANT)

Filed by Attorney for Defendant/Respondent

09/26/2013 Notice (OF APPLICATION TO RECONSIDER AND REVOKE ORDER SUSTAINING DEF. DEMURRER, OR ALTERNATIVELY, TO MODIFY THE ORDER WITH LEAVE TO AMEND)

Filed by Plaintiff & Plaintiff In Pro Per

09/16/2013 Judgment (of dismissal with prejudice . -signed by Judge Kalin-)

Filed by Attorney for Defendant/Respondent

09/16/2013 Order (sustaining demurrer to plaintiff's third amended complaint without leave to amend . -signed by Judge Kalin-)

Filed by Attorney for Defendant/Respondent

09/16/2013 Notice (OF ENTRY OF ORDER)

Filed by Attorney for Defendant/Respondent

09/10/2013 Declaration

Filed by Attorney for Pltff/Petnr

09/10/2013 Partial Dismissal (w/o Prejudice) (COMPLAINT AS TO AMERICAN MORTGAGE NETWORK, INC.)

Filed by Plaintiff & Plaintiff In Pro Per

12-12020-mg Doc 7-11-28

Filed 08/22/14

Entered 08/22/14 16:38:15

Exhibit 7 -

Smith Docket Pg 5 of 15

09/10/2013 Proof-Service/Summons
Filed by Plaintiff & Plaintiff In Pro Per

09/10/2013 Proof of Service
Filed by Plaintiff & Plaintiff In Pro Per

09/10/2013 Request to Enter Default (IS REJECTED AS AMERICAN #13. NO APPEARANCE PROOF OF SERVICE ON THIRD AMENDED COMPLAINT CANNOT SERVICE BY MAIL NEED PERSONAL SERVICE 28.29.)
Filed by Attorney for Pltf/Petnr

08/29/2013 Declaration (OF TIA SMITH)
Filed by Plaintiff & Plaintiff In Pro Per

08/29/2013 Objection Document
Filed by Plaintiff & Plaintiff In Pro Per

08/22/2013 Request to Enter Default (as to American Mortgage Network, Inc. reject-#3,7,9,14 (p/s on 3rd amended complaint)
Filed by Plaintiff & Plaintiff in Pro Per

08/20/2013 Notice of Ruling
Filed by Attorney for Defendant/Respondent

Click on any of the below link(s) to see documents filed on or before the date indicated:
[TOP](#) [08/09/2013](#) [08/22/2012](#) [02/27/2012](#) [10/14/2011](#)

08/09/2013 Reply/Response (IN FUTHER SUPPORT OF DEMURRER)
Filed by Attorney for Defendant/Respondent

08/05/2013 Request for Judicial Notice
Filed by Plaintiff & Plaintiff In Pro Per

08/05/2013 Opposition Document
Filed by Plaintiff & Plaintiff In Pro Per

07/10/2013 Request for Judicial Notice
Filed by Attorney for Defendant/Respondent

07/10/2013 Demurrer (TO PLAINTIFF'S THIRD AMENDED COMPLAINT)
Filed by Attorney for Defendant/Respondent

07/03/2013 Notice (OF STATY OF PROCEEDINGS)
Filed by Attorney for Defendant/Respondent

06/14/2013 Third Amended Complaint
Filed by Plaintiff & Plaintiff In Pro Per

05/23/2013 Notice of Ruling
Filed by Attorney for Defendant/Respondent

05/22/2013 Miscellaneous-Other (TENTATIVE RULING)
Filed by Court

05/15/2013 Reply/Response
Filed by Attorney for Defendant/Respondent

05/09/2013 Objection Document
Filed by Plaintiff & Plaintiff In Pro Per

05/09/2013 Request for Judicial Notice
Filed by Plaintiff & Plaintiff In Pro Per

12-12-2020 mg Doc 7910-7

Filed 08/22/14

Entered 08/22/14 16:38:15

Exhibit 7 -

Smith Docket Pg 805 of 871

05/09/2013 Notice-Case Management Conference
Filed by Plaintiff & Plaintiff In Pro Per

05/09/2013 Opposition Document
Filed by Plaintiff & Plaintiff In Pro Per

05/09/2013 Points and Authorities
Filed by Plaintiff & Plaintiff In Pro Per

04/17/2013 Statement-Case Management
Filed by Plaintiff & Plaintiff In Pro Per

04/09/2013 Statement-Case Management
Filed by Attorney for Defendant/Respondent

04/04/2013 Statement-Case Management
Filed by Attorney for Defendant/Respondent

01/18/2013 Statement-Case Management
Filed by Plaintiff & Plaintiff In Pro Per

01/18/2013 Notice-Related Cases
Filed by Plaintiff & Plaintiff In Pro Per

01/14/2013 Statement-Case Management
Filed by Attorney for Defendant/Respondent

01/08/2013 Statement-Case Management
Filed by Attorney for Defendant/Respondent

09/26/2012 Notice of Ruling
Filed by Attorney for Defendant/Respondent

09/18/2012 Statement-Non-Agreement (FIRST SANA FILED BY MEDIATOR. MEDIATION TOOK PLACE ON 8-29-12 & LASTED A TOTAL OF 2 HOURS. THE MEDIATION ENDED IN NONAGREEMENT.)
Filed by Mediator

09/04/2012 Notice of Ruling
Filed by Attorney for Defendant/Respondent

09/04/2012 Ex-Parte Application (for order shortening time for notice and hearing on demurrer to second amended complaint; memo of points & authorities; declaration of Justin D. Balser; request for judicial notice; [proposed]orders)
Filed by Attorney for Defendant/Respondent

09/04/2012 Memorandum - Other (of points and authorities in opposition to defts' order shortening time and notice for a hearing on demurrer or alternati- vely for leave to file a five page supplement, et. al.)
Filed by Plaintiff & Plaintiff In Pro Per

08/29/2012 Notice-Mediation Hrg Date
Filed by Mediator

08/28/2012 Demurrer (TO PLAINTIFF'S SECOND AMENDED COMPLAINT)
Filed by Attorney for Defendant/Respondent

08/28/2012 Request for Judicial Notice
Filed by Attorney for Defendant/Respondent

08/28/2012 Motion to Strike (CERTAIN PORTIONS OF PLAINTIFF'S SECOND AMENDED COMPLAINT)
Filed by Attorney for Defendant/Respondent

12-12020-mg Doc 7-1 Filed 08/22/14 Entered 08/22/14 16:38:15
12-12020-mg Doc 7-1 Filed 08/22/14 Entered 08/22/14 16:38:15Smith Docket Pg 806 of 871
Smith Docket Pg 806 of 871

Exhibit 7 -

Click on any of the below link(s) to see documents filed on or before the date indicated:

[TOP](#) [08/09/2013](#) [08/22/2012](#) [02/27/2012](#) [10/14/2011](#)

08/22/2012 Declaration (of Tia Smith in support of motions to continue trial date; discovery cutoff deadlines; mediation deadlines and reset case management conference)
Filed by Plaintiff & Plaintiff In Pro Per

08/22/2012 Declaration ((AMENDED) OF TIA SMITH IN SUPPORT OF MOTIONS TO CONTINUE TRIAL DATE;)
Filed by Plaintiff & Plaintiff In Pro Per

08/22/2012 Ex-Parte Application (FOR ORDER SHORTENING TIME FOR service & hearing of combined motions to continue trial date; discovery cutoff deadlines; mediation deadlines; and reset case management conf; memo of p's)
Filed by Plaintiff & Plaintiff In Pro Per

08/17/2012 Declaration (OF TIA SMITH IN SUPPORT OF EPA)
Filed by Plaintiff

08/17/2012 Ex-Parte Application (TO CONT TRIAL)
Filed by Plaintiff

08/17/2012 Declaration (OF TIA SMITH)
Filed by Plaintiff & Plaintiff In Pro Per

08/17/2012 Reply/Response (reply in support of plaintiff's moition for reconsideration)
Filed by Plaintiff & Plaintiff In Pro Per

08/17/2012 Motion for Continuance (OF TRIAL DATE)
Filed by Plaintiff & Plaintiff In Pro Per

08/14/2012 Notice of Ruling
Filed by Attorney for Deft/Respnt

08/09/2012 Request for Judicial Notice
Filed by Attorney for Defendant/Respondent

08/09/2012 Opposition Document
Filed by Attorney for Defendant/Respondent

07/24/2012 Motion for Reconsideration
Filed by Plaintiff & Plaintiff In Pro Per

07/24/2012 Proof of Service
Filed by Plaintiff & Plaintiff In Pro Per

07/24/2012 Declaration (OF TIA SMITH)
Filed by Plaintiff & Plaintiff In Pro Per

07/23/2012 Declaration (OF TIA SMITH)
Filed by Plaintiff & Plaintiff In Pro Per

07/23/2012 Motion for Leave (TO FILE A THIRD AMENDED COMPLAINT TO ADD NEW CAUSES OF ACTION)
Filed by Plaintiff & Plaintiff In Pro Per

07/23/2012 Second Amended Complaint
Filed by Plaintiff & Plaintiff In Pro Per

07/23/2012 Notice of Ruling
Filed by Plaintiff & Plaintiff In Pro Per

12/12/2012 mg Doc 7-11-28

Filed 12/22/14

Entered 12/22/14 16:38:15

Exhibit 7 -

Smith Docket Pg 8 of 15

07/23/2012 Notice (OF EX PARTE RULING)

Filed by Plaintiff & Plaintiff In Pro Per

07/17/2012 Declaration (of Tia Smith in support of ex parte application to add new causes of action and defendants to court ordered second amended complaint)

Filed by Plaintiff & Plaintiff In Pro Per

07/17/2012 Notice of Ruling

Filed by Plaintiff & Plaintiff In Pro Per

07/17/2012 Ex-Parte Application (to add new causes of action & defendants to court ordered second amended complaint; memo of points & authorities; declaration of Tia Smith in support of ex parte application)

Filed by Plaintiff & Plaintiff In Pro Per

06/22/2012 Declaration (of Tia Smith in support of ex parte)

Filed by Plaintiff & Plaintiff In Pro Per

06/22/2012 Ex-Parte Application (plaintiff's notice of ex parte application to extend the time to file second amended complaint; memo of points and authorities;)

Filed by Plaintiff & Plaintiff In Pro Per

06/04/2012 Notice (OF EXPARTE RULING)

Filed by Plaintiff & Plaintiff In Pro Per

06/04/2012 Notice-Related Cases

Filed by Plaintiff & Plaintiff In Pro Per

06/01/2012 Notice (OF BANKRUPTCY AND EFFECT OF AUTOMATIC STAY)

Filed by Attorney for Defendant/Respondent

05/18/2012 Order (GRANTING EX PARTE)

Filed by Plaintiff & Plaintiff In Pro Per

05/18/2012 Ex-Parte Application (TO EXTEND THE TIME TO FILE SECOND AMENDED COMPLAINT)

Filed by Plaintiff & Plaintiff In Pro Per

05/18/2012 Declaration (OF TIA SMITH IN SUPPORT OF EX PARTE)

Filed by Plaintiff & Plaintiff In Pro Per

04/17/2012 Order (granting motion to expunge lis pendens -signed by Judge Segal-)

Filed by Attorney for Defendant/Respondent

04/04/2012 Notice of Lodging (OF PROPOSED ORDER HEARING DATE: 3/5/12)

Filed by Attorney for Defendant/Respondent

03/13/2012 Request for Judicial Notice

Filed by Attorney for Defendant/Respondent

03/13/2012 Opposition Document (TO MOTION TO TRANSFER)

Filed by Attorney for Defendant/Respondent

03/07/2012 Notice of Ruling

Filed by Attorney for Defendant/Respondent

03/06/2012 Notice (OF ENTRY OF ORDER SETTING HEARING ON DEMURRERS AND MOTION FOR LEAVE TO AMEND)

Filed by Attorney for Defendant/Respondent

03/05/2012 Notice-Reassgnment-Mediator

Filed by ADR Clerk

12/12/2012 mg Doc 7910-7

Filed 08/22/14

Entered 08/22/14 16:38:15

Exhibit 7 -

Smith Docket Pg 808 of 871

03/05/2012 Miscellaneous-Other (Court's Ruling re: 3/5/12 hearing)

Filed by Court

03/02/2012 Partial Dismissal (w/o Prejudice) (AS TO ALL CAUSES OF ACTION ASSERTED BY PLAINTIFF TIA SMITH AGAINST DEFENDANT FIRST AMERICAN TITLE INSURANCE CO.)

Filed by Plaintiff & Plaintiff In Pro Per

03/01/2012 Notice-Recusal-ADR Neutral (NEUTRAL RECUSAL FILED BY MEDIATOR. REASON #10 SCHEDULING CONFLICT.)

Filed by Mediator

02/29/2012 Request for Judicial Notice

Filed by Plaintiff & Plaintiff In Pro Per

02/29/2012 Motion to Transfer (AND CONSOLIDATE CASES SP CASE SM12700373)

Filed by Plaintiff & Plaintiff In Pro Per

Click on any of the below link(s) to see documents filed on or before the date indicated:

[TOP](#) [08/09/2013](#) [08/22/2012](#) [02/27/2012](#) [10/14/2011](#)**02/27/2012** Notice (OF NON-OPPOSITION TO MOTION TO STRIKE)

Filed by Attorney for Defendant/Respondent

02/27/2012 Notice (OF NON-OPPOSITION TO DEMURRER)

Filed by Attorney for Defendant/Respondent

02/27/2012 Response (IN SUPPORT OF DEMURRER)

Filed by Attorney for Defendant/Respondent

02/27/2012 Response (REPLY FOR DEMURRER)

Filed by Attorney for Defendant/Respondent

02/24/2012 Reply to Opposition

Filed by Plaintiff & Plaintiff In Pro Per

02/24/2012 Declaration (SUPPLEMENTAL DECLARATION)

Filed by Plaintiff & Plaintiff In Pro Per

02/23/2012 Notice-Reassgnment-Mediator

Filed by ADR Clerk

02/23/2012 Stipulation and Order (TO SET HEARING ON DEMURRES AND MOTION FOR LEAVE TO AMEND COMPLAINT ON MARCH 5, 2012 [PROPOSED] ORDER)

Filed by Attorney for Defendant/Respondent

02/23/2012 Order (ORDER SETTING HEARING ON DEMURRERS AND MOTION FOR LEAVE TO AMEND COMPLAINT FOR MARCH 5,2012)

Filed by Attorney for Defendant/Respondent

02/21/2012 Opposition Document (TO MOTION TO EXPUNGE LIS PENDENS)

Filed by Plaintiff & Plaintiff In Pro Per

02/21/2012 Opposition Document (TO MOTION FOR LEAVE TO FILE THIRD AMENDED COMPLAINT;)

Filed by Attorney for Defendant/Respondent

02/21/2012 Request for Judicial Notice

Filed by Attorney for Defendant/Respondent

02/21/2012 Proof of Service

Filed by Plaintiff & Plaintiff In Pro Per

12-12-2020 mg Doc 7910-7

Filed 03/22/14

Entered 03/22/14 16:38:15

Exhibit 7 -

Smith Docket Pg 10 of 15

02/17/2012 Opposition Document (TO DEMURRER)

Filed by Plaintiff & Plaintiff In Pro Per

02/17/2012 Opposition Document

Filed by Attorney for Defendant/Respondent

02/17/2012 Opposition Document (TO PLAINTIFF'S MOTION FOR LEAVE TO FILE SECOND AMENDED COMPLAINT)

Filed by Attorney for Defendant/Respondent

02/16/2012 Notice-Recusal-ADR Neutral (NEUTRAL RECUSAL FILED BY MEDIATOR. REASON #7 BELIEVE MY RECUSAL WOULD FURTHER THE INTERESTS OF JUSTICE. #8 SUBSTANTIALLY DOUBT MY CAPACITY TO BE IMPARTIAL OR A PERSON AWARE OF THE FACTS MIGHT)

Filed by Mediator

02/08/2012 Notice-Assignment-Mediator

Filed by ADR Clerk

02/08/2012 Motion for Leave (TO FILE A SECOND AMENDED COMPLAINT)

Filed by Plaintiff & Plaintiff In Pro Per

01/30/2012 Objection Document (TO REQUEST FOR ENTRY OF DEFAULT AGAINST CAL-WESTER RECONVEYANCE CORP DUE TO FILING OF DECL. OF NON-MONETARY STATUS)

Filed by Attorney for Defendant/Respondent

01/30/2012 Objection Document (TO REQUEST FOR ENTRY OF DEFAULT)

Filed by Attorney for Defendant/Respondent

01/26/2012 Request (FOR ENTRY OF DEFAULT AGAINST DEF. CAL-WESTERN RECONVEYANCE CORP.)

Filed by Plaintiff & Plaintiff In Pro Per

01/26/2012 Declaration (OF TIA SMITH)

Filed by Plaintiff & Plaintiff In Pro Per

01/20/2012 Statement-Case Management

Filed by Attorney for Defendant/Respondent

01/17/2012 Rtn of Service of Summons & Compl

Filed by Attorney for Plaintiff/Petitioner

01/17/2012 Statement-Case Management

Filed by Attorney for Defendant/Respondent

01/17/2012 Request for Judicial Notice

Filed by Attorney for Defendant/Respondent

01/17/2012 Proof of Service

Filed by Plaintiff & Plaintiff In Pro Per

01/17/2012 Demurrer

Filed by Attorney for Defendant/Respondent

01/13/2012 Motion to Strike

Filed by Attorney for Defendant/Respondent

01/13/2012 Request for Judicial Notice

Filed by Attorney for Defendant/Respondent

01/13/2012 Demurrer

Filed by Attorney for Defendant/Respondent

12/12/2012 mg Doc 7910-7

Filed 08/22/14

Entered 08/22/14 16:38:15

Exhibit 7 -

Smith Bucket Pg 11 of 15

01/12/2012 Notice of Motion (TO EXPUNGE LIS PENDENS)

Filed by Attorney for Defendant/Respondent

01/12/2012 Demurrer

Filed by Attorney for Defendant/Respondent

01/12/2012 Request for Judicial Notice

Filed by Attorney for Defendant/Respondent

01/12/2012 Notice-Case Management Conference

Filed by Clerk

12/15/2011 Miscellaneous-Other (MEMORANDUM)

Filed by Plaintiff & Plaintiff In Pro Per

12/09/2011 Notice of Change of Address

Filed by Attorney for Defendant/Respondent

11/03/2011 Notice of Reassignment and Order

Filed by Clerk

10/27/2011 Request (for refund)

Filed by Plaintiff & Plaintiff In Pro Per

10/27/2011 Request (for refund and order for refund of undertaking)

Filed by Plaintiff & Plaintiff In Pro Per

10/25/2011 Proof of Service (OF NOTICE TO ADVERSE PARTY OF RE- MOVAL TO FEDERAL COURT ON ADDI- TIONAL DEFENDANTS)

Filed by Attorney for Defendant/Respondent

10/21/2011 Declaration (OF DAVID M. LIU IN RESPONSE TO OSC, ETC.)

Filed by Attorney for Defendant/Respondent

10/20/2011 Ntc of Removal to Federal Court

Filed by Attorney for Defendant/Respondent

10/20/2011 Declaration (OF DAVID MIU RE REMOVAL OF ACTION)

Filed by Attorney for Defendant/Respondent

Click on any of the below link(s) to see documents filed on or before the date indicated:

[TOP](#) [08/09/2013](#) [08/22/2012](#) [02/27/2012](#) [10/14/2011](#)**10/14/2011** Reply/Response (TO DEFTS' OPPO. TO APPL. FOR PI)

Filed by Plaintiff & Plaintiff In Pro Per

10/14/2011 Proof of Service (RE REPLY TO DEFT'S OPPO, ETC.)

Filed by Plaintiff & Plaintiff In Pro Per

10/07/2011 Request for Judicial Notice (in suport of opp to osc re p.i.)

Filed by Attorney for Deft/Respnt

10/07/2011 Opposition Document (to osc re p.i.)

Filed by Attorney for Deft/Respnt

10/07/2011 Declaration (of Singh in support of opp to osc re p.i.)

Filed by Attorney for Deft/Respnt

10/06/2011 Request for Judicial Notice (IN SUPPORT OF DEMURRER TO PLTF'S SECOND AMENDED COMPLAINT)

Filed by Attorney for Defendant/Respondent

12-12-2020 mg Doc 7-10-27

Filed 08/22/14 Entered 08/22/14 16:38:15

Exhibit 7 -

Smith Docket Pg 12 of 15

10/06/2011 Notice of Motion (MTN TO EXPUNGE LIS PENDENS; MEMO OF PA IN SUPPORT)

Filed by Attorney for Defendant/Respondent

10/06/2011 Demurrer (OF DEFTS)

Filed by Attorney for Defendant/Respondent

09/19/2011 Notice of Ruling (AT EX PARTE)

Filed by Attorney for Defendant/Respondent

09/15/2011 Declaration (of Tia Smith re: opposition of striking complaint and in support of motion to leave)

Filed by Plaintiff & Plaintiff In Pro Per

09/15/2011 Ex-Parte Application (to strike second "first" amended complaint or in the alternative motion for leave to file excessive length brief; memorandum of points and authorities; declaration)

Filed by Attorney for Defendant/Respondent

09/14/2011 Ex-parte Request for Order

Filed by Plaintiff & Plaintiff In Pro Per

09/14/2011 Proof of Service

Filed by Plaintiff & Plaintiff In Pro Per

09/14/2011 Declaration (of Smith in support of ex parte)

Filed by Plaintiff & Plaintiff In Pro Per

09/14/2011 Points and Authorities (in support of ex parte)

Filed by Plaintiff & Plaintiff In Pro Per

09/13/2011 Declaration (OF NON-MONETARY STATUS BY DEFT. CAL-WESTERN RECONVEYANCE COR/ AS TO FIRST AMENDED COMP.)

Filed by Attorney for Defendant/Respondent

09/06/2011 Proof of Service

Filed by Plaintiff & Plaintiff in Pro Per

09/02/2011 Ex-parte Request for Order

Filed by Attorney for Deft/Respnt

09/02/2011 Order (granting ex parte application)

Filed by Attorney for Deft/Respnt

09/02/2011 Declaration (re notice of ex parte application)

Filed by Attorney for Deft/Respnt

09/02/2011 Notice of Ruling (AT EX PARTE APPLICATION TO CONTINUE)

Filed by Attorney for Deft/Respnt

08/29/2011 Ex-parte Request for Order

Filed by Plaintiff & Plaintiff In Pro Per

08/29/2011 Request for Judicial Notice

Filed by Plaintiff & Plaintiff In Pro Per

08/29/2011 Proof of Service

Filed by Plaintiff & Plaintiff In Pro Per

08/26/2011 Proof of Service

Filed by Plaintiff & Plaintiff In Pro Per

08/23/2011 Ex-parte Request for Order

Filed by Plaintiff & Plaintiff In Pro Per

12/12/2010 mg Doc 7910-7

Filed 08/22/14 Entered 08/22/14 16:38:15

Exhibit 7 -

Smith Bucket Pg 13 of 15

08/23/2011 Order (GRANTING EX PARTE APPLICATION FOR TRO AND SETTING OSC RE PRELIMI- NARY INJUNCTION)

Filed by Plaintiff & Plaintiff In Pro Per

08/22/2011 Summons Filed

Filed by Attorney for Plaintiff/Petitioner

08/22/2011 First Amended Complaint

Filed by Plaintiff & Plaintiff In Pro Per

08/03/2011 Proof of Service

Filed by Plaintiff & Plaintiff In Pro Per

08/01/2011 First Amended Complaint

Filed by Plaintiff & Plaintiff In Pro Per

08/01/2011 Miscellaneous-Other (FIRST AMENDED NOTICE OF PENDENCY OF ACTION)

Filed by Plaintiff & Plaintiff In Pro Per

08/01/2011 Summons Filed

Filed by Plaintiff & Plaintiff In Pro Per

07/19/2011 Notice-Case Management Conference

Filed by Clerk

07/15/2011 Complaint

Click on any of the below link(s) to see documents filed on or before the date indicated:

[TOP](#) [08/09/2013](#) [08/22/2012](#) [02/27/2012](#) [10/14/2011](#)

[Case Information](#) | [Party Information](#) | [Documents Filed](#)

Proceedings Held (Proceeding dates listed in descending order)

Click on any of the below link(s) to see proceedings held on or before the date indicated:

[03/14/2012](#)

06/18/2014 at 08:00 am in Department 50, Joseph R. Kalin, Presiding

Court Order - **Order is signed and filed**

02/20/2014 at 08:30 am in Department 50, Joseph R. Kalin, Presiding

Conference-Bankruptcy Status (*as to defts: 1-ResidentialFunding Co.; 2-GMAC Mortgage, LLC;3-Cal-Western Reconveyance Corp.;4-Homecomings Financial, LLC;and 5-Residential Accredited Loans, Inc.) - **Held-Continued**

12/17/2013 at 08:30 am in Department 50, Joseph R. Kalin, Presiding

Conference-Bankruptcy Status (*as to defts: 1-ResidentialFunding Co.; 2-GMAC Mortgage, LLC;3-Cal-Western Reconveyance Corp.;4-Homecomings Financial, LLC;and 5-Residential Accredited Loans, Inc.) - **Held-Continued**

10/28/2013 at 08:30 am in Department 50, Joseph R. Kalin, Presiding

OSC RE Dismissal (*of the case as to defendantsAmerican Mortgage Network, Inc.and WalMar Financial Group forplaintiff's failure to prosecutethe case against them.) - **Court makes order**

09/16/2013 at 08:30 am in Department 50, Joseph R. Kalin, Presiding

OSC RE Dismissal ((1)for plaintiff's failure toserve defendant Walmar FinancialGroup;and (2)OSC re dismissal forplaintiff's failure to file arequest for entry of default as ..) - **OSC held and continued**

08/16/2013 at 08:31 am in Department 50, Josh M. Fredricks, Presiding

Hearing on Demurrer - **Demurrer sustained without leave**

05/22/2013 at 08:30 am in Department 50, Josh M. Fredricks, Presiding

Hearing on Demurrer (and Motion to Strike.-FSC: 1/3/14-jt: 1/6/14) - **Demurrer sustained with leave**

04/22/2013 at 08:30 am in Department 50, John L. Segal, Presiding
Conference-Bankruptcy Status - **Trial Date Set**

01/25/2013 at 11:45 am in Department 50, Joseph R. Kalin, Presiding
Court Order - **Court makes order**

01/22/2013 at 08:30 am in Department 50, Joseph R. Kalin, Presiding
Conference-Bankruptcy Status - **Held-Continued**

09/24/2012 at 08:30 am in Department 50, Joseph R. Kalin, Presiding
Hearing on Demurrer (2. MOTION TO STRIKE) - **Not held**

09/20/2012 in Department ADR, ADR Neutral, Presiding
Closed-ADR - **Non-Agreement**

09/04/2012 at 08:30 am in Department 50, Robert H. O'Brien, Presiding
Exparte proceeding - **Court makes order**

08/22/2012 at 08:31 am in Department 50, Robert H. O'Brien, Presiding
Motion for Leave - **Denied**

08/17/2012 at 08:30 am in Department 52, Susan Bryant-Deason, Presiding
Ex Parte Motion - **Motion Denied**

08/08/2012 at 05:00 pm in Department 50, John L. Segal, Presiding
Non-Appearance (Case Review) - **Court makes order**

07/17/2012 at 08:35 am in Department 50, John L. Segal, Presiding
Exparte proceeding - **Denied without prejudice**

07/02/2012 at 03:30 pm in Department 50, John L. Segal, Presiding
Court Order - **Court makes order**

06/22/2012 at 08:35 am in Department 50, John L. Segal, Presiding
Exparte proceeding - **Granted**

05/18/2012 at 08:30 am in Department 85, Robert H. O'Brien, Presiding
Exparte proceeding - **Granted**

Click on any of the below link(s) to see proceedings held on or before the date indicated:

[TOP 03/14/2012](#)

03/14/2012 at 02:45 pm in Department 50, John L. Segal, Presiding
Court Order - **Court makes order**

03/05/2012 at 08:31 am in Department 50, John L. Segal, Presiding
Motion for Leave (TO FILE FIRTS AMENDED COMPLAINT2.RESIDENTIAL DEMURRER3.AURORA
DEMURRER) - **Denied without prejudice**

02/24/2012 at 08:31 am in Department 50, John L. Segal, Presiding
Hearing on Demurrer (ADVANCED TO 03/05/12 PERSTIP & ORDER SIGNED ON 02/22/12) - **Vacated**

01/30/2012 at 08:30 am in Department 50, John L. Segal, Presiding
Conference-Case Management - **Trial Date Set**

01/12/2012 at 02:00 pm in Department 50, John L. Segal, Presiding
Court Order - **Court makes order**

11/28/2011 at 02:30 pm in Department 50, John L. Segal, Presiding
Nunc Pro Tunc Order - **Court makes order**

11/17/2011 at 08:30 am in Department 50, John L. Segal, Presiding
MOTION - EXPUNGE LIS PENDENS (2) DEMURRER OF DEFTS) - **Off Calendar**

12-1-2020 mg Doc 7910-7

Filed 03/22/14

Entered 03/22/14 16:38:15

Exhibit 7 -

Smith Docket Pg 15 of 15

11/14/2011 at 08:30 am in Department 50, John L. Segal, Presiding
Conference-Case Management (AND TRIAL SETTING CONFERENCE) - **Off Calendar**

10/27/2011 at 09:30 am in Department 86, Ann I. Jones, Presiding
Order to Show Cause Re Sanctions (AGAINST COUNSEL FOR FAILURE TONOTIFY THE COURT OF
REMOVAL TOFEDERAL COURT) - **OSC Discharged**

10/20/2011 at 09:30 am in Department 86, Ann I. Jones, Presiding
Order to Show Cause Re Prelim Inj - **Off Calendar**

09/15/2011 at 08:30 am in Department 50, JOHN SHEPARD WILEY JR, Presiding
Exparte proceeding - **Denied**

09/14/2011 at 08:30 am in Department 86, Ann I. Jones, Presiding
Exparte proceeding - **Granted**

09/02/2011 at 08:30 am in Department 86, James C. Chalfant, Presiding
Exparte proceeding - **Granted**

08/29/2011 at 08:30 am in Department 86, Ann I. Jones, Presiding
Exparte proceeding - **Granted**

08/23/2011 at 08:30 am in Department 86, Ann I. Jones, Presiding
Exparte proceeding - **Granted**

Click on any of the below link(s) to see proceedings held on or before the date indicated:

[TOP](#) [03/14/2012](#)

[Case Information](#) | [Party Information](#) | [Documents Filed](#) | [Proceeding Information](#)

Exhibit W

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

DATE: 08/16/13

DEPT. 50

HONORABLE JOSH M. FREDRICKS

JUDGE

I. FLORES

DEPUTY CLERK

HONORABLE
5

JUDGE PRO TEM

ELECTRONIC RECORDING MONITOR

E. AVENA, C/A

Deputy Sheriff

NONE

Reporter

8:31 am

BC465542

Plaintiff
Counsel

TIA SMITH (X)
VS

Defendant
Counsel

MORTGAGE ELECTRONIC REGISTRATIO
SYSTEMS INC ET AL

in propria persona

JUSTIN D. BALSER (X)
-via CourtCall

NATURE OF PROCEEDINGS:

DEMURRER OF DEFENDANTS, AURORA LOAN SERVICES LLC,
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AND
DEUTSCHE BANK TRUST COMPANY AMERICAS SOLELY IN ITS
CAPACITY AS TRUSTEE FOR CERTIFICATE HOLDERS OF
RALI 2007-Q01 TRUST, TO PLAINTIFF'S THIRD AMENDED
COMPLAINT FILED BY DEFENDANTS;

Demurrer as captioned above, is called for hearing
and held.

The court issues an oral tentative ruling in this
matter.

The court hears from the parties. After hearing
from the parties, the court adopts its oral
tentative ruling as the final order of the court.

The court rules as follows:

The defendants' request for judicial notice of
recorded documents in the chain of title, and one
document filed with Office of Thrift Supervision, is
GRANTED for the "official acts" the documents
evidence, and any legal effect of the documents
clear from the face thereof, but not for the truth
of any disputed hearsay statements recited therein.
Evidence Code Section 452(c), (h).

Plaintiff's request for judicial notice is also

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

DATE: 08/16/13

DEPT. 50

HONORABLE JOSH M. FREDRICKS

JUDGE

I. FLORES

DEPUTY CLERK

HONORABLE
5

JUDGE PRO TEM

ELECTRONIC RECORDING MONITOR

E. AVENA, C/A

Deputy Sheriff

NONE

Reporter

8:31 am

BC465542

Plaintiff
Counsel

TIA SMITH (X)

in propria persona

VS

Defendant

MORTGAGE ELECTRONIC REGISTRATIO
SYSTEMS INC ET AL

Counsel

JUSTIN D. BALSER (X)
-via CourtCall

NATURE OF PROCEEDINGS:

granted. Evidence Code Sections 451(a), 452(c), 452(d). Again, only for the legal effect of the documents clear from the face thereof, and not for the truth.

The demurrer is sustained for all of the reasons set forth in the moving and reply papers. In sum, the demurrer to causes of action 2, 5, 6, 10, 15, and 17, mostly for fraud at loan origination, is sustained on the 1-4 year statutes of limitations that apply to them, where plaintiff has failed to amend to properly plead delayed discovery, despite opportunity. The demurrer to causes of action 1, 4, 8, 13, and 16, which challenge the foreclosure, is sustained for failure to properly allege that plaintiff made a full tender. The demurrer to the remaining claims, including cause os action 3, 7, 9, 11, 12, and 14, is sustained because there is no duty to modify a loan, nor any law that authorizes filing of a speculative suit to find out whether a defendant has authority to foreclose. To the extent all of these causes of action further are ultimately challenges to the foreclosure, the demurrer to each of them is sustained for the further reason that plaintiff has not alleged prejudice, that is, that the "true creditor," whoever that might be, would not have foreclosed even though the plaintiff was severely in default on her loan. Plaintiff does not allege any such facts.

Nor has plaintiff made a persuasive argument on

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

DATE: 08/16/13

DEPT. 50

HONORABLE JOSH M. FREDRICKS

JUDGE

I. FLORES

DEPUTY CLERK

HONORABLE
5

JUDGE PRO TEM

ELECTRONIC RECORDING MONITOR

E. AVENA, C/A

Deputy Sheriff

NONE

Reporter

8:31 am BC465542

Plaintiff
Counsel

TIA SMITH (X)
VS

in propria persona

MORTGAGE ELECTRONIC REGISTRATIO
SYSTEMS INC ET AL

Defendant
Counsel

JUSTIN D. BALSER (X)
-via CourtCall

NATURE OF PROCEEDINGS:

leave to amend any of these causes of action, where plaintiff has already had one opportunity to amend and has failed to amend to cure.

The demurrer is sustained to each of the causes of action without leave to amend.

Counsel for defendants is ordered to give notice.

OUTSIDE THE PRESENCE OF DEFENDANTS' COUNSEL:

Counsel for defendants is ordered to prepare and submit a proposed Order and a proposed Judgment for the court's signature.

The Final Status Conference set for January 3, 2014 and the Trial date set for January 6, 2014 are advanced to this date and vacated.

An Order to Show Cause re dismissal for plaintiff's failure to serve defendant Walmar Financial Group is set for SEPTEMBER 16, 2013 at 8:30 a.m. in this department.

An Order to Show Cause re dismissal for plaintiff's failure to file a request for entry of default as to defendant American Mortgage Network, Inc. is also set for SEPTEMBER 16, 2013 at 8:30 a.m. in this department.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

DATE: 08/16/13

DEPT. 50

HONORABLE JOSH M. FREDRICKS

JUDGE

I. FLORES

DEPUTY CLERK

HONORABLE
5

JUDGE PRO TEM

ELECTRONIC RECORDING MONITOR

E. AVENA, C/A

Deputy Sheriff

NONE

Reporter

8:31 am BC465542

Plaintiff
Counsel

TIA SMITH (X)
VS

in propria persona

MORTGAGE ELECTRONIC REGISTRATIO
SYSTEMS INC ET AL

Defendant
Counsel

JUSTIN D. BALSER (X)
-via CourtCall

NATURE OF PROCEEDINGS:

A Bankruptcy Status Conference as to defendants:
Residential Funding Company; GMAC Mortgage, LLC;
Cal-Western Reconveyance Corporation, Homecomings
Financial LLC; and Residential Accredited is set for
DECEMBER 17, 2013 at 8:30 a.m. in this department.


Plaintiff is ordered to give notice to all parties
including, the bankruptcy trustee.

CLERK'S CERTIFICATE OF MAILING

I, the below-named Executive Officer/Clerk of the
above-entitled court, do hereby certify that I am
not a party to the cause herein, and that on this
date I served the minute order dated: 8/16/13,
upon each party or counsel named below by placing
the document for collection and mailing so as to
cause it to be deposited in the United States mail
at the courthouse in Los Angeles, California, one
copy of the original filed/entered herein in a
separate sealed envelope to each address as shown
below with the postage thereon fully prepaid, in
accordance with standard court practices.

Dated: 8/16/13

John A. Clarke, Executive Officer/Clerk

By: 
I. Flores, Deputy Clerk

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

DATE: 08/16/13

DEPT. 50

HONORABLE JOSH M. FREDRICKS

JUDGE

I. FLORES

DEPUTY CLERK

HONORABLE
5

JUDGE PRO TEM

ELECTRONIC RECORDING MONITOR

E. AVENA, C/A

Deputy Sheriff

NONE

Reporter

8:31 am

BC465542

Plaintiff

Counsel

TIA SMITH (X)

in propria persona

VS

Defendant

MORTGAGE ELECTRONIC REGISTRATIO
SYSTEMS INC ET AL

Counsel

JUSTIN D. BALSER (X)
-via CourtCall

NATURE OF PROCEEDINGS:

JUSTIN D. BALSER
AKERMAN SENTERFITT, LLP
725 South Figueroa Street, 38th Floor
Los Angeles, CA 90017-5433

TIA SMITH
4011 Hubert Avenue
Los Angeles, CA 90008

Exhibit X

Account Number	1
5654	

Loan History

Date Data as-of: March 6, 2014

Account Number	Name Primary Borrower	Name Secondary Borrower	Property Address	Mailing Address
5654	TIA DANIELLE SMITH		4011 HUBERT AVENUE	4011 HUBERT AVENUE
			LOS ANGELES	LOS ANGELES
			CA	CA
			90008-2621	90008-2621
Investor Info				
Investor Acct No - Prim	11208073			
Investor Number	90615			
Investor Name Full	RESIDENTIAL FUNDING CORP			
Investor Id	BJG			
Previous Servicer Info				
Seller Company Name	AMERICAN MORTGAGE NETWORK INC			

Loan Info	Dates	Current Balances	Uncollected	Year-To-Date
Arm Flag Y	Int Collected To 01/01/2008	Principal \$0.00	Late Charges \$0.00	Interest \$0.00
Loan Type Conventional	Next Due 02/01/2008	Escrow \$0.00	Interest \$0.00	Taxes \$0.00
Lien Position 01	Last Payment 03/15/2008	Unapplied \$0.00	Fees \$0.00	
Interest Rate 8.000%	Last Activity 04/01/2008	Buydown \$0.00	Opt \$0.00	
Collection Status PO	Setup Date 12/29/2006			
	Maturity Date 12/01/2036			

Financial

Account Number	Trans Added Date	Date Interest Paid Current	Prin Bal after trans	Transaction Description	Transaction Reason Code	Trans Type	Teller ID	Trans Amount	To Principal	To Interest Amt	To Escrow Amt	To Fee Amt	To Unapplied Funds Amt	To Credit Insurance Amt	To Late Charge Amt
5654	04/01/2008	01/01/2008	\$0.00	Service Release		SV	32580	\$0.00	\$578,803.95	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$398.14
5654	04/01/2008	01/01/2008	\$578,803.95	Service Release		SVT	32580	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5654	04/01/2008	01/01/2008	\$0.00	Unapplied		UI	32580	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$398.14
5654	03/17/2008	01/01/2008	\$0.00	FEE	171	FB	00606	\$12.50	\$0.00	\$0.00	\$0.00	\$12.50	\$0.00	\$0.00	\$0.00
5654	03/17/2008	01/01/2008	\$0.00	FEE	171	FEA	00606	\$12.50	\$0.00	\$0.00	\$0.00	\$12.50	\$0.00	\$0.00	\$0.00
5654	03/17/2008	01/01/2008	\$578,803.95	PAYMENT		AP	00606	\$2,062.78	(\$1,903.41)	\$3,966.19	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5654	03/17/2008	03/17/2008	\$0.00	Comment		RPD	00606	\$2,062.78	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5654	03/10/2008	12/01/2007	\$576,900.54	Non-Cash		AA	20135	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$206.26)
5654	03/10/2008	12/01/2007	\$0.00	Unapplied		UI	20135	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$206.26)
5654	12/31/2007	12/01/2007	\$576,900.54	PAYMENT		AP	00602	\$1,918.87	(\$2,033.34)	\$3,952.21	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5654	12/31/2007	12/01/2007	\$0.00	Unapplied		UI	00602	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$95.94)
5654	11/30/2007	11/01/2007	\$574,867.20	PAYMENT		AP	00602	\$1,918.87	(\$2,078.72)	\$3,997.59	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5654	11/30/2007	11/01/2007	\$0.00	Unapplied		UI	00602	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$95.94)

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Account Number	Trans Added Date	Date Interest Paid Current	Prin Bal after trans	Transaction Description	Transaction Reason Code	Trans Type	Teller ID	Trans Amount	To Principal	To Interest Amt	To Escrow Amt	To Fee Amt	To Unapplied Funds Amt	To Credit Insurance Amt	To Late Charge Amt
5654	10/11/2007	10/01/2007	\$572,788.48	Curtailment		CWA	00416	\$2.37	\$2.37	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5654	10/11/2007	10/01/2007	\$572,790.85	PAYMENT		AP	00416	\$1,002.63	(\$2,064.33)	\$3,983.20	\$0.00	\$0.00	(\$1,300.00)	\$0.00	\$383.76
5654	10/11/2007	10/01/2007	\$0.00	Unapplied		UFU	00416	(\$1,300.00)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5654	10/11/2007	10/01/2007	\$0.00	Unapplied		UI	00416	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$383.76
5654	09/17/2007	09/01/2007	\$570,726.52	PAYMENT		SRA	00421	\$1,300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,300.00	\$0.00	\$0.00
5654	09/17/2007	09/01/2007	\$0.00	Unapplied		UFU	00421	\$1,300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5654	09/13/2007	09/01/2007	\$570,726.52	PAYMENT		AP	00602	\$1,918.87	(\$2,050.02)	\$3,968.89	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5654	08/31/2007	08/01/2007	\$568,676.50	PAYMENT		AP	00602	\$1,918.87	(\$2,035.81)	\$3,954.68	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5654	08/31/2007	08/01/2007	\$0.00	Unapplied		UI	00602	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$95.94)
5654	07/31/2007	07/01/2007	\$566,640.69	PAYMENT		AP	00602	\$1,918.87	(\$2,021.70)	\$3,940.57	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5654	07/31/2007	07/01/2007	\$0.00	Unapplied		UI	00602	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$95.94)
5654	06/29/2007	06/01/2007	\$564,618.99	PAYMENT		AP	00602	\$1,918.87	(\$2,007.69)	\$3,926.56	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5654	06/29/2007	06/01/2007	\$0.00	Unapplied		UI	00602	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$95.94)
5654	05/31/2007	05/01/2007	\$562,611.30	PAYMENT		AP	00602	\$1,918.87	(\$1,993.77)	\$3,912.64	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5654	05/31/2007	05/01/2007	\$0.00	Unapplied		UI	00602	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$95.94)

Comments:

Account Number	Area ID	Trans Added Date	Trans Type	Transaction Message	Trans User Name
5654	CBR	11/24/2009	NT	acdv filed by b1 disp acct stat. reportd serv rel	MARIE ROSE BOBIS
5654	CBR	11/24/2009	NT	on 04/01/08 was 60d delinq (05-2-0) 0 bal, in rev	MARIE ROSE BOBIS
5654	CBR	11/24/2009	NT	of 04/07-03/08 1x30 (01/08) 2x60 (02/08 & 03/08)	MARIE ROSE BOBIS
5654	CBR	11/24/2009	NT	/Marieb 8976898	MARIE ROSE BOBIS
5654		05/09/2008	CBR	SERVICE RELEASE: EFFECTIVE DATE =04/01/08	SYSTEM ID
5654		04/25/2008	CBR	DELINQUENT: 60 DAYS	SYSTEM ID
5654		04/03/2008	OL	WDOYCSH - ACHCNCL	API CSRV
5654		04/02/2008	FSV	DELINQ INSP HOLD RELEASED	KIM BERRY
5654		03/31/2008	DM	AUTOMATED INTEREST ACCRUAL HOLD ACTIVE	SYSTEM ID
5654	FSV	03/27/2008	NT	loan on SR2 - stop inspection and place	MIKE TANYAVIRIYA
5654	FSV	03/27/2008	NT	stop and cancel all. mike tx 3184	MIKE TANYAVIRIYA
5654		03/21/2008	CBR	DELINQUENT: 60 DAYS	SYSTEM ID
5654		03/18/2008	ET	ARM CHANGE NOTICE SCHEDULED FOR 03/19/08	SYSTEM ID
5654		03/18/2008	OL	WDOYCSH - PAY-BY-PHONE LETTER	API CSRV
5654		03/18/2008	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
5654		03/17/2008	DM	AUTOMATED INTEREST ACCRUAL HOLD INACTIVE	SYSTEM ID

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5654		03/17/2008	FSV	INSP TP D RESULTS RCVD; ORD DT=02/15/08	SYSTEM ID
5654		03/17/2008	D19	6020 - S&A - GOODBYE LETTER	SYSTEM ID
5654		03/11/2008	FSV	INSP TYPE D CANCELLED; REQ CD =AUTO DELQ	SYSTEM ID
5654	FSV	03/11/2008	NT	Loan on pres repay report - ran script	KIM BERRY
5654	FSV	03/11/2008	NT	to cancel any open insp orders on mtgs.	KIM BERRY
5654		03/10/2008	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
5654		03/10/2008	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
5654		03/10/2008	DMD	03/10/08 09:11:15 PAR3 CONNECT	DAVOX INCOMING FILE
5654		03/10/2008	DM	TB1 VFD INFO,RFD B1 SD MADE FOREIGN INVESTMENTS IN	BARBARA JONES
5654		03/10/2008	DM	STOCK MARKET, LOST \$\$--DEC, - LOST CLIENTELE	BARBARA JONES
5654		03/10/2008	DM	DECLINING ONGOING SINCE SPT \$6K, 2007--MOM WAS	BARBARA JONES
5654		03/10/2008	DM	LIVING W/ HER AND SHE RELOCATED IN OCT,--TK FIN,	BARBARA JONES
5654		03/10/2008	DM	NEG, WAS ABLE TO SETUP RPP, TK CSI FOR DOWN, VFD	BARBARA JONES
5654		03/10/2008	DM	BNK INFO,GV CNF#..	BARBARA JONES
5654		03/10/2008	DM	ACTION/RESULT CD CHANGED FROM BRUN TO BRSS	BARBARA JONES
5654		03/10/2008	OL	WDOYDEF - REPAY ARRANGEMENTS	BARBARA JONES
5654		03/10/2008	RES	ON-LINE REPAYMENT SCHEDULE	BARBARA JONES
5654	00	03/10/2008	RPA	REPAY PLAN SET UP	BARBARA JONES
5654		03/10/2008	FOR	LMT BORR FIN REC ADDED	BARBARA JONES
5654		03/07/2008	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
5654		03/07/2008	DMD	03/06/08 12:47:25 NO ANSWER	DAVOX INCOMING FILE
5654		03/07/2008	DMD	03/06/08 09:14:35 NO ANSWER	DAVOX INCOMING FILE
5654		03/07/2008	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
5654		03/07/2008	DMD	03/07/08 11:18:48 2	DAVOX INCOMING FILE
5654		03/07/2008	DMD	03/07/08 11:18:42 2	DAVOX INCOMING FILE
5654		03/06/2008	DMD	03/05/08 21:41:59 2	DAVOX INCOMING FILE
5654		03/06/2008	DMD	03/05/08 17:49:05 FAX MODEM	DAVOX INCOMING FILE
5654		03/06/2008	DMD	03/05/08 17:48:32 NO ANS	DAVOX INCOMING FILE
5654		03/05/2008	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
5654		03/05/2008	DMD	03/05/08 17:49:05 FAX MODEM	DAVOX INCOMING FILE
5654		03/05/2008	DMD	03/05/08 17:48:32 NO ANS	DAVOX INCOMING FILE
5654		03/04/2008	DM	EARLY IND: SCORE 352 MODEL EI60C	SYSTEM ID
5654		03/04/2008	DMD	03/04/08 17:34:09 BUSY	DAVOX INCOMING FILE
5654		03/04/2008	DMD	03/04/08 12:36:10 NO ANSWER	DAVOX INCOMING FILE
5654		03/04/2008	DMD	03/04/08 09:23:16 NO ANSWER	DAVOX INCOMING FILE

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Account Number	Area ID	Trans Added Date	Trans Type	Transaction Message	Trans User Name
5654		03/04/2008	D19	BREACH TIA DANIELLE SM	SYSTEM ID
5654		02/29/2008	DM	AUTOMATED INTEREST ACCRUAL HOLD ACTIVE	SYSTEM ID
5654		02/22/2008	CBR	DELINQUENT: 30 DAYS	SYSTEM ID
5654		02/22/2008	DM	TT BI VI, ADV MOS OWING, CI RE ARRANGEMENT, WANT	DANIEL EBIT
5654		02/22/2008	DM	TO HAVE REDUCTION, ADV LC -CR,OFFER PBP W/N 5 DAYS	DANIEL EBIT
5654		02/22/2008	DM	AND BY EOM, CUST SAID FUNDS WILL BE AVAIL ON	DANIEL EBIT
5654		02/22/2008	DM	03/15, ADV TO CB RFD: POOR INVESTMENT, MOTHER WHOS	DANIEL EBIT
5654		02/22/2008	DM	HELPING HER TO PAY HER MORTGAGE MOVED OUT ADV CC	DANIEL EBIT
5654		02/22/2008	DM	LTRS	DANIEL EBIT
5654		02/22/2008	DM	ACTION/RESULT CD CHANGED FROM BRUN TO BRUN	DANIEL EBIT
5654		02/22/2008	DM	CLD TT B1 VI; ADV LTTRS, CLS, LCS, CC; B1 REFUSED	AMANDA LINCOLN
5654		02/22/2008	DM	FUNDS BUT WANTS 2 STAY THIER; ADV CAL BAK WHN HAV	AMANDA LINCOLN
5654		02/22/2008	DM	FUNDS; RFD: POOR INVESTMENTS	AMANDA LINCOLN
5654		02/22/2008	DM	ACTION/RESULT CD CHANGED FROM BRUN TO BRUN	AMANDA LINCOLN
5654	CUS	02/22/2008	NT	Extension Request Reject:	AMANDA LINCOLN
5654	CUS	02/22/2008	NT	Loan type <> 4, 9, or 1 and	AMANDA LINCOLN
5654	CUS	02/22/2008	NT	second mortgage code = 2 or 3	AMANDA LINCOLN
5654		02/20/2008	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
5654		02/20/2008	DMD	02/20/08 19:05:48 FAX MODEM	DAVOX INCOMING FILE
5654		02/20/2008	DMD	02/20/08 18:43:29 NO ANS	DAVOX INCOMING FILE
5654		02/19/2008	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
5654		02/18/2008	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
5654		02/18/2008	DMD	02/18/08 16:14:17 FAX MODEM	DAVOX INCOMING FILE
5654		02/18/2008	DMD	02/18/08 16:13:38 NO ANS	DAVOX INCOMING FILE
5654		02/15/2008	FSV	INSP TYPE D ORDERED; REQ CD =AUTO DELQ	SYSTEM ID
5654		02/15/2008	ET	ARM CHANGE NOTICE SCHEDULED FOR 02/15/08	SYSTEM ID
5654		02/15/2008	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
5654		02/15/2008	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
5654		02/15/2008	DMD	02/15/08 13:29:28 FAX MODEM	DAVOX INCOMING FILE
5654		02/13/2008	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
5654		02/13/2008	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
5654		02/13/2008	DMD	02/13/08 14:22:05 UN-SUCCESSFUL	DAVOX INCOMING FILE
5654		02/13/2008	DM	TT BI VI ADV TAD, LF, CR,. B1 STD THAT SHE HAS	JESSICA ANIGABOR
5654		02/13/2008	DM	BEEN RECEIVING SEVERAL PHONES FROM US AND IS TIRED	JESSICA ANIGABOR
5654		02/13/2008	DM	OF REPEATING HERSLEF. RFD: SELF EMPLOYED AND	JESSICA ANIGABOR

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Account Number	Area ID	Trans Added Date	Trans Type	Transaction Message	Trans User Name
5654		02/13/2008	DM	HAVING PROBLEM WITH BUS FOR A YEAR NOW. SHE	JESSICA ANIGABOR
5654		02/13/2008	DM	STD THAT SHE IS NOT ABLE TO MAKE A PYMT AT THIS	JESSICA ANIGABOR
5654		02/13/2008	DM	TIME. JANIGABOR6147	JESSICA ANIGABOR
5654		02/13/2008	DM	ACTION/RESULT CD CHANGED FROM BRUN TO BRUN	JESSICA ANIGABOR
5654		02/12/2008	D19	DEF - OPTIONS TO AVOID FORECLOSURE	SYSTEM ID
5654		02/11/2008	DM	TT B1, V/I, ADV TAD,SD CANT MKE ANY PMT UNTIL	JOAQUIN MARTELLI
5654		02/11/2008	DM	MARCH15TH.CANT ANY PARTIAL.ADV CB AS SOON AS FUNDS	JOAQUIN MARTELLI
5654		02/11/2008	DM	ARE AVAIL .RFD:LOST OF INCOME/ALONE PAYING THE	JOAQUIN MARTELLI
5654		02/11/2008	DM	MORTGAGE/NO SAVINGS/. ADV LC,CC,LTRS-CRDT	JOAQUIN MARTELLI
5654		02/11/2008	DM	ACTION/RESULT CD CHANGED FROM BRUN TO BRUN	JOAQUIN MARTELLI
5654		02/08/2008	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
5654		02/08/2008	DMD	02/08/08 14:20:18 UN-SUCCESSFUL	DAVOX INCOMING FILE
5654		02/08/2008	DMD	02/08/08 14:13:02 NO ANS	DAVOX INCOMING FILE
5654		02/08/2008	DM	B1 VI ADV OF TAD,CR,LF,RFD:B1 SAID THT SHE OWN	KEISHAY BUTLER
5654		02/08/2008	DM	BUSIN AND IT IS REALLY SLOW. B1 SAID THT SHE CANT	KEISHAY BUTLER
5654		02/08/2008	DM	MK A PYMNT TILL 3-13. I ADV HER TO CL BK WHEN HAVE	KEISHAY BUTLER
5654		02/08/2008	DM	ONE FULL PYMNT.KBUTLER6150	KEISHAY BUTLER
5654		02/08/2008	DM	ACTION/RESULT CD CHANGED FROM BRUN TO BRUN	KEISHAY BUTLER
5654		02/04/2008	DM	EARLY IND: SCORE 389 MODEL EI30C	SYSTEM ID
5654		02/01/2008	DM	CALLED B1 ADV NOT ABLE TO MAKE ANY PAYMENTS TODAY	TAMMY MOYER
5654		02/01/2008	DM	RFD BUSINESS SLOW. ADV LC CRD CLS LTRS V/I	TAMMY MOYER
5654		02/01/2008	DM	DFLT REASON 1 CHANGED TO: CURTAILMENT OF INCOME	TAMMY MOYER
5654		02/01/2008	DM	ACTION/RESULT CD CHANGED FROM BRSS TO BRUN	TAMMY MOYER
5654		01/31/2008	DMD	01/31/08 16:40:13 NO ANS	DAVOX INCOMING FILE
5654		01/31/2008	DMD	01/31/08 12:39:43 FAX MODEM	DAVOX INCOMING FILE
5654		01/31/2008	DMD	01/31/08 12:39:09 2	DAVOX INCOMING FILE
5654		01/30/2008	DMD	01/30/08 20:03:18 FAX MODEM	DAVOX INCOMING FILE
5654		01/30/2008	DMD	01/30/08 10:27:30 FAX MODEM	DAVOX INCOMING FILE
5654		01/30/2008	DMD	01/30/08 10:27:01 NO ANS	DAVOX INCOMING FILE
5654		01/29/2008	DMD	01/29/08 17:37:12 BUSY	DAVOX INCOMING FILE
5654		01/29/2008	DMD	01/29/08 12:41:40 NO ANSWER	DAVOX INCOMING FILE
5654		01/29/2008	DMD	01/29/08 09:00:54 NO ANSWER	DAVOX INCOMING FILE
5654		01/28/2008	DMD	01/28/08 12:05:15 FAX MODEM	DAVOX INCOMING FILE
5654		01/28/2008	DMD	01/28/08 12:04:49 NO ANS	DAVOX INCOMING FILE
5654		01/28/2008	DMD	01/26/08 11:27:53 2	DAVOX INCOMING FILE

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Account Number	Area ID	Trans Added Date	Trans Type	Transaction Message	Trans User Name
5654		01/28/2008	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
5654		01/28/2008	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
5654		01/28/2008	DMD	01/26/08 11:27:53 2	DAVOX INCOMING FILE
5654		01/25/2008	DMD	01/24/08 20:44:02 FAX MODEM	DAVOX INCOMING FILE
5654		01/25/2008	DMD	01/24/08 13:44:00 FAX MODEM	DAVOX INCOMING FILE
5654		01/25/2008	DMD	01/24/08 13:43:33 NO ANS	DAVOX INCOMING FILE
5654		01/25/2008	DMD	01/25/08 08:54:40 NO ANSWER	DAVOX INCOMING FILE
5654		01/25/2008	DMD	01/25/08 12:34:25 NO ANSWER	DAVOX INCOMING FILE
5654		01/25/2008	DMD	01/25/08 08:54:40 NO ANSWER	DAVOX INCOMING FILE
5654		01/24/2008	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
5654		01/24/2008	DMD	01/24/08 13:44:00 FAX MODEM	DAVOX INCOMING FILE
5654		01/24/2008	DMD	01/24/08 13:43:33 NO ANS	DAVOX INCOMING FILE
5654		01/23/2008	DMD	01/23/08 17:38:24 BUSY	DAVOX INCOMING FILE
5654		01/23/2008	DMD	01/23/08 12:38:36 NO ANSWER	DAVOX INCOMING FILE
5654		01/23/2008	DMD	01/23/08 09:58:36 NO ANSWER	DAVOX INCOMING FILE
5654		01/23/2008	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
5654		01/23/2008	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
5654		01/23/2008	DMD	01/22/08 22:54:50 FAX MODEM	DAVOX INCOMING FILE
5654		01/21/2008	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
5654		01/21/2008	DMD	01/19/08 08:21:26 BUSY	DAVOX INCOMING FILE
5654		01/21/2008	DMD	01/19/08 08:04:33 BUSY	DAVOX INCOMING FILE
5654		01/21/2008	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
5654		01/18/2008	ET	ARM CHANGE NOTICE SCHEDULED FOR 01/18/08	SYSTEM ID
5654		01/17/2008	DMD	01/17/08 17:23:08 BUSY	DAVOX INCOMING FILE
5654		01/17/2008	DMD	01/17/08 12:43:53 NO ANSWER	DAVOX INCOMING FILE
5654		01/17/2008	DMD	01/17/08 09:23:35 NO ANSWER	DAVOX INCOMING FILE
5654		01/15/2008	DMD	01/15/08 17:24:10 BUSY	DAVOX INCOMING FILE
5654		01/15/2008	DMD	01/15/08 12:47:23 NO ANSWER	DAVOX INCOMING FILE
5654		01/15/2008	DMD	01/15/08 08:51:14 NO ANSWER	DAVOX INCOMING FILE
5654		01/11/2008	DMD	01/11/08 08:21:42 NO ANSWER	DAVOX INCOMING FILE
5654		01/11/2008	DMD	01/11/08 11:37:43 NO ANSWER	DAVOX INCOMING FILE
5654		01/11/2008	DMD	01/11/08 08:21:42 NO ANSWER	DAVOX INCOMING FILE
5654		01/07/2008	DM	EARLY IND: SCORE 005 MODEL EI16C	SYSTEM ID
5654		12/31/2007	DM	PROMISE KEPT 12/31/07 PROMISE DT 12/31/07	SYSTEM ID
5654		12/31/2007	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE

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5654		12/31/2007	DMD	12/31/07 15:56:53 SUCCESSFUL	DAVOX INCOMING FILE
5654		12/31/2007	DMD	12/31/07 15:55:06 NO ANS	DAVOX INCOMING FILE
5654		12/31/2007	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
5654		12/31/2007	DMD	12/29/07 08:18:18 BUSY	DAVOX INCOMING FILE
5654		12/31/2007	DMD	12/29/07 08:07:09 BUSY	DAVOX INCOMING FILE
5654		12/31/2007	DM	TTB1:B1 CUT ME OFF AND STD SHE MADE PYMNT VIA OUR	TAMEKIA GOREE
5654		12/31/2007	DM	WEBSITE TODAY IAO \$1918.17 AND ENDED CALL. TGOREE	TAMEKIA GOREE
5654		12/31/2007	DM	6274	TAMEKIA GOREE
5654		12/31/2007	DM	ACTION/RESULT CD CHANGED FROM OAAI TO BRSS	TAMEKIA GOREE
5654		12/27/2007	DMD	12/27/07 17:48:12 BUSY	DAVOX INCOMING FILE
5654		12/27/2007	DMD	12/27/07 12:30:16 NO ANSWER	DAVOX INCOMING FILE
5654		12/27/2007	DMD	12/27/07 08:44:45 NO ANSWER	DAVOX INCOMING FILE
5654		12/21/2007	DMD	12/21/07 15:24:18 BUSY	DAVOX INCOMING FILE
5654		12/21/2007	DMD	12/21/07 13:35:16 NO ANSWER	DAVOX INCOMING FILE
5654		12/21/2007	DMD	12/21/07 09:29:14 NO ANSWER	DAVOX INCOMING FILE
5654		12/19/2007	DMD	12/19/07 17:30:13 BUSY	DAVOX INCOMING FILE
5654		12/19/2007	DMD	12/19/07 13:06:03 NO ANSWER	DAVOX INCOMING FILE
5654		12/19/2007	DMD	12/19/07 09:49:33 NO ANSWER	DAVOX INCOMING FILE
5654		12/19/2007	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
5654		12/18/2007	ET	ARM CHANGE NOTICE SCHEDULED FOR 12/19/07	SYSTEM ID
5654		12/17/2007	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
5654		12/17/2007	DMD	12/15/07 08:22:27 BUSY	DAVOX INCOMING FILE
5654		12/17/2007	DMD	12/15/07 08:10:01 BUSY	DAVOX INCOMING FILE
5654		12/13/2007	DMD	12/13/07 17:22:03 BUSY	DAVOX INCOMING FILE
5654		12/13/2007	DMD	12/13/07 12:40:15 NO ANSWER	DAVOX INCOMING FILE
5654		12/13/2007	DMD	12/13/07 09:02:56 NO ANSWER	DAVOX INCOMING FILE
5654		12/05/2007	DM	EARLY IND: SCORE 005 MODEL EI16C	SYSTEM ID
5654		11/29/2007	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
5654		11/29/2007	DMD	11/29/07 12:10:57 FAX MODEM	DAVOX INCOMING FILE
5654		11/29/2007	DMD	11/29/07 12:10:23 NO ANS	DAVOX INCOMING FILE
5654		11/21/2007	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
5654		11/21/2007	DMD	11/21/07 12:02:42 NO ANS	DAVOX INCOMING FILE
5654		11/21/2007	DMD	11/21/07 12:02:11 ANS MACH	DAVOX INCOMING FILE
5654		11/20/2007	D28	FORCED BILLING STATEMENT FROM REPORT R628	SYSTEM ID
5654		11/19/2007	D19	ARM CHANGE NOTICE CREATED - LETTER	SYSTEM ID

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Account Number	Area ID	Trans Added Date	Trans Type	Transaction Message	Trans User Name
5654		11/16/2007	ET	ARM CHANGE NOTICE SCHEDULED FOR 11/16/07	SYSTEM ID
5654		11/15/2007	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
5654		11/15/2007	DMD	11/15/07 14:40:14 FAX MODEM	DAVOX INCOMING FILE
5654		11/15/2007	DMD	11/15/07 14:39:42 NO ANS	DAVOX INCOMING FILE
5654		11/09/2007	CBR	CR BUR RPT STATUS=N;EXPIRE DT = 01/22/08	SYSTEM ID
5654		11/08/2007	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
5654		11/08/2007	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
5654		11/08/2007	DMD	11/08/07 17:34:18 NO ANS	DAVOX INCOMING FILE
5654		11/06/2007	DM	EARLY IND: SCORE 097 MODEL EI16C	SYSTEM ID
5654		10/18/2007	ET	ARM CHANGE NOTICE SCHEDULED FOR 10/19/07	SYSTEM ID
5654		10/12/2007	CBR	CR BUR RPT STATUS=N;EXPIRE DT = 10/17/07	SYSTEM ID
5654		10/12/2007	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
5654		10/05/2007	DM	EARLY IND: SCORE 097 MODEL EI16C	SYSTEM ID
5654	ALT	09/24/2007	NT	Correct Index 1122 available for 8/06/07	ANN MCCAHEN
5654	ALT	09/24/2007	NT	loaded as 4.9830 and should be loaded	ANN MCCAHEN
5654	ALT	09/24/2007	NT	as4.9833. Due to rounding there is not	ANN MCCAHEN
5654	ALT	09/24/2007	NT	impact to the rate change for	ANN MCCAHEN
5654	ALT	09/24/2007	NT	September.	ANN MCCAHEN
5654	INQ20	09/18/2007	CIT	001 DONE 09/18/07 BY TLR 01362	HEIDI HONKOLA
5654	INQ20	09/18/2007	CIT	TSK TYP 648-MISAPPLIED PMT-	HEIDI HONKOLA
5654	INQ20	09/18/2007	CIT	001 closing 648 sending letter to adv funds short	HEIDI HONKOLA
5654	INQ20	09/18/2007	CIT	for pmt heidi5141	HEIDI HONKOLA
5654		09/18/2007	OL	WDOYCSH - ESCROW UNAPPLIED FUNDS	HEIDI HONKOLA
5654	CSH15	09/18/2007	CIT	001 Retargeting cit 648 to 190	PRISCILA PAREDES
5654	CSH15	09/18/2007	CIT	Funds for \$1300 are not enough to cover Oct.	PRISCILA PAREDES
5654	CSH15	09/18/2007	CIT	pmt. There are \$618.87 short to complete total	PRISCILA PAREDES
5654	CSH15	09/18/2007	CIT	pmt. Pls. advise. Tks.	PRISCILA PAREDES
5654		09/17/2007	ET	ARM CHANGE NOTICE SCHEDULED FOR 09/18/07	SYSTEM ID
5654	INQ75	09/17/2007	CIT	001 New CIT # 648	VICKI MCDOWELL
5654	INQ75	09/17/2007	CIT	Payment Reversal	VICKI MCDOWELL
5654	INQ75	09/17/2007	CIT	Posted 09/17/2007 Amount Posted: 1300.00	VICKI MCDOWELL
5654	INQ75	09/17/2007	CIT	Reapply funds please reapply as payment for	VICKI MCDOWELL
5654	INQ75	09/17/2007	CIT	october 01 due. Effective Date: 09/17/2007	VICKI MCDOWELL
5654		09/14/2007	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
5654		09/12/2007	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE

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Account Number	Area ID	Trans Added Date	Trans Type	Transaction Message		Trans User Name
5654		09/12/2007	DMD	09/11/07 12:34:55	NO ANSWER	DAVOX INCOMING FILE
5654		09/12/2007	DMD	09/11/07 09:30:16	NO ANSWER	DAVOX INCOMING FILE
5654		09/10/2007	DMD	00/00/00 00:00:00		DAVOX INCOMING FILE
5654		09/10/2007	DMD	09/08/07 08:20:15	BUSY	DAVOX INCOMING FILE
5654		09/10/2007	DMD	09/08/07 08:07:08	BUSY	DAVOX INCOMING FILE
5654		09/07/2007	DMD	09/07/07 14:23:23	BUSY	DAVOX INCOMING FILE
5654		09/07/2007	DMD	09/07/07 12:10:37	NO ANSWER	DAVOX INCOMING FILE
5654		09/07/2007	DMD	09/07/07 09:16:38	NO ANSWER	DAVOX INCOMING FILE
5654		09/05/2007	DM	EARLY IND: SCORE 005 MODEL EI16C		SYSTEM ID
5654		09/05/2007	DMD	00/00/00 00:00:00		DAVOX INCOMING FILE
5654		09/05/2007	DMD	00/00/00 00:00:00		DAVOX INCOMING FILE
5654		08/31/2007	DM	PROMISE KEPT 08/31/07 PROMISE DT 08/31/07		SYSTEM ID
5654		08/30/2007	DMD	00/00/00 00:00:00		DAVOX INCOMING FILE
5654		08/30/2007	DMD	08/30/07 11:31:52 SUCCESSFUL		DAVOX INCOMING FILE
5654		08/30/2007	DMD	08/30/07 11:23:38 NO ANS		DAVOX INCOMING FILE
5654		08/30/2007	DM	TRIED TO UPDDATE/NOTATE OTHER ACCT		BARBARA JONES
5654		08/30/2007	DM	UNABLE..BARBJ/6907		BARBARA JONES
5654		08/30/2007	DM	ACTION/RESULT CD CHANGED FROM OAAI TO OAAI		BARBARA JONES
5654		08/30/2007	DM	TTB1 V/I OWN OCC PROP- ADV OF		BARBARA JONES
5654		08/30/2007	DM	TAD/L/F/CRED/-OFFERED TO CSI PMT -DECLINED SD		BARBARA JONES
5654		08/30/2007	DM	WILL MK PMT ONLINE..SD SEPT WILL BE W/IN GRACE		BARBARA JONES
5654		08/30/2007	DM	PERIOD..BARBJ/6907		BARBARA JONES
5654		08/30/2007	DM	ACTION/RESULT CD CHANGED FROM BRSS TO OAAI		BARBARA JONES
5654		08/30/2007	DM	TTB1 V/I OWN OCC PROP- ADV OF		BARBARA JONES
5654		08/30/2007	DM	TAD/L/F/CRED/-OFFERED TO CSI PMT -DECLINED SD		BARBARA JONES
5654		08/30/2007	DM	WILL MK PMT ONLINE..SD SEPT WILL BE W/IN GRACE		BARBARA JONES
5654		08/30/2007	DM	PERIOD..BARBJ.6907		BARBARA JONES
5654		08/30/2007	DM	ACTION/RESULT CD CHANGED FROM BRUN TO BRSS		BARBARA JONES
5654		08/29/2007	DMD	08/29/07 03:11:31	NO ANSWER	DAVOX INCOMING FILE
5654		08/29/2007	DMD	08/29/07 05:32:20	NO ANSWER	DAVOX INCOMING FILE
5654		08/29/2007	DMD	08/29/07 03:11:31	NO ANSWER	DAVOX INCOMING FILE
5654		08/28/2007	DMD	08/28/07 17:39:50 NO ANS		DAVOX INCOMING FILE
5654		08/28/2007	DMD	08/28/07 12:44:34 FAX MODEM		DAVOX INCOMING FILE
5654		08/28/2007	DMD	08/28/07 12:44:08 NO ANS		DAVOX INCOMING FILE
5654		08/22/2007	DMD	00/00/00 00:00:00		DAVOX INCOMING FILE

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Account Number	Area ID	Trans Added Date	Trans Type	Transaction Message	Trans User Name
5654		08/22/2007	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
5654		08/22/2007	DMD	08/22/07 11:30:38 UN-SUCCESSFUL	DAVOX INCOMING FILE
5654		08/22/2007	DM	TTB1, ADV HER TAD, LC'S AND CR. I OFFERED PBP,	ANGIE SOLIS
5654		08/22/2007	DM	DECL. SHE SD WILL CALL BACK. ASOLIS6633	ANGIE SOLIS
5654		08/22/2007	DM	DFLT REASON 1 CHANGED TO: OTHER	ANGIE SOLIS
5654		08/22/2007	DM	ACTION/RESULT CD CHANGED FROM TO BRUN	ANGIE SOLIS
5654		08/21/2007	DMD	08/21/07 10:51:11 BUSY	DAVOX INCOMING FILE
5654		08/21/2007	DMD	08/21/07 06:07:30 NO ANSWER	DAVOX INCOMING FILE
5654		08/21/2007	DMD	08/21/07 02:43:30 NO ANSWER	DAVOX INCOMING FILE
5654		08/21/2007	D28	FORCED BILLING STATEMENT FROM REPORT R628	SYSTEM ID
5654		08/20/2007	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
5654		08/20/2007	DMD	08/20/07 16:39:29 FAX MODEM	DAVOX INCOMING FILE
5654		08/20/2007	DMD	08/20/07 13:09:33 FAX MODEM	DAVOX INCOMING FILE
5654		08/20/2007	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
5654		08/20/2007	DMD	08/18/07 01:22:25 BUSY	DAVOX INCOMING FILE
5654		08/20/2007	DMD	08/18/07 01:01:31 BUSY	DAVOX INCOMING FILE
5654		08/17/2007	ET	ARM CHANGE NOTICE SCHEDULED FOR 08/17/07	SYSTEM ID
5654		08/15/2007	DMD	08/15/07 10:57:13 BUSY	DAVOX INCOMING FILE
5654		08/15/2007	DMD	08/15/07 07:32:19 NO ANSWER	DAVOX INCOMING FILE
5654		08/15/2007	DMD	08/15/07 03:28:30 NO ANSWER	DAVOX INCOMING FILE
5654		08/15/2007	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
5654		08/15/2007	DMD	08/14/07 08:26:21 NO ANSWER	DAVOX INCOMING FILE
5654		08/15/2007	DMD	08/14/07 03:56:23 NO ANSWER	DAVOX INCOMING FILE
5654		08/13/2007	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
5654		08/13/2007	DMD	08/11/07 01:13:39 BUSY	DAVOX INCOMING FILE
5654		08/13/2007	DMD	08/11/07 01:02:50 BUSY	DAVOX INCOMING FILE
5654		08/10/2007	DMD	08/10/07 01:06:09 NO ANSWER	DAVOX INCOMING FILE
5654		08/10/2007	DMD	08/10/07 04:39:32 NO ANSWER	DAVOX INCOMING FILE
5654		08/10/2007	DMD	08/10/07 01:06:09 NO ANSWER	DAVOX INCOMING FILE
5654		08/09/2007	DMD	08/09/07 10:16:07 BUSY	DAVOX INCOMING FILE
5654		08/09/2007	DMD	08/09/07 05:32:44 NO ANSWER	DAVOX INCOMING FILE
5654		08/09/2007	DMD	08/09/07 02:15:14 NO ANSWER	DAVOX INCOMING FILE
5654		08/08/2007	DMD	08/08/07 10:18:19 BUSY	DAVOX INCOMING FILE
5654		08/08/2007	DMD	08/08/07 05:37:24 NO ANSWER	DAVOX INCOMING FILE
5654		08/08/2007	DMD	08/08/07 01:51:31 NO ANSWER	DAVOX INCOMING FILE

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Account Number	Area ID	Trans Added Date	Trans Type	Transaction Message	Trans User Name
5654		08/07/2007	DM	EARLY IND: SCORE 005 MODEL EI16C	SYSTEM ID
5654		07/31/2007	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
5654		07/31/2007	DMD	07/31/07 16:28:51 FAX MODEM	DAVOX INCOMING FILE
5654		07/31/2007	DMD	07/31/07 16:28:24 NO ANS	DAVOX INCOMING FILE
5654		07/30/2007	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
5654		07/30/2007	DMD	07/30/07 12:06:46 FAX MODEM	DAVOX INCOMING FILE
5654		07/30/2007	DMD	07/30/07 12:06:09 NO ANS	DAVOX INCOMING FILE
5654		07/26/2007	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
5654		07/26/2007	DMD	07/26/07 15:46:58 FAX MODEM	DAVOX INCOMING FILE
5654		07/26/2007	DMD	07/26/07 15:46:32 NO ANS	DAVOX INCOMING FILE
5654		07/25/2007	DMD	07/25/07 11:26:06 BUSY	DAVOX INCOMING FILE
5654		07/25/2007	DMD	07/25/07 07:38:14 NO ANSWER	DAVOX INCOMING FILE
5654		07/25/2007	DMD	07/25/07 03:47:33 NO ANSWER	DAVOX INCOMING FILE
5654		07/25/2007	DMD	07/24/07 11:57:12 BUSY	DAVOX INCOMING FILE
5654		07/25/2007	DMD	07/24/07 08:25:17 NO ANSWER	DAVOX INCOMING FILE
5654		07/25/2007	DMD	07/24/07 04:37:30 NO ANSWER	DAVOX INCOMING FILE
5654		07/23/2007	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
5654		07/23/2007	DMD	07/21/07 03:04:17 BUSY	DAVOX INCOMING FILE
5654		07/23/2007	DMD	07/21/07 01:00:37 BUSY	DAVOX INCOMING FILE
5654		07/20/2007	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
5654		07/20/2007	DMD	07/20/07 06:29:28 NO ANSWER	DAVOX INCOMING FILE
5654		07/20/2007	DMD	07/20/07 02:31:36 NO ANSWER	DAVOX INCOMING FILE
5654		07/19/2007	DMD	07/19/07 02:41:38 BUSY	DAVOX INCOMING FILE
5654		07/19/2007	DMD	07/19/07 03:23:31 NO ANSWER	DAVOX INCOMING FILE
5654		07/19/2007	DMD	07/19/07 02:41:38 BUSY	DAVOX INCOMING FILE
5654		07/19/2007	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
5654		07/18/2007	ET	ARM CHANGE NOTICE SCHEDULED FOR 07/19/07	SYSTEM ID
5654		07/18/2007	DMD	07/18/07 10:29:11 BUSY	DAVOX INCOMING FILE
5654		07/18/2007	DMD	07/18/07 05:58:18 NO ANSWER	DAVOX INCOMING FILE
5654		07/18/2007	DMD	07/18/07 02:04:35 NO ANSWER	DAVOX INCOMING FILE
5654		07/18/2007	DMD	07/17/07 04:26:29 NO ANSWER	DAVOX INCOMING FILE
5654		07/18/2007	DMD	07/17/07 08:14:49 NO ANSWER	DAVOX INCOMING FILE
5654		07/18/2007	DMD	07/17/07 04:26:29 NO ANSWER	DAVOX INCOMING FILE
5654		07/17/2007	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
5654		07/17/2007	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE

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Account Number	Area ID	Trans Added Date	Trans Type	Transaction Message	Trans User Name
5654		07/17/2007	DMD	07/17/07 03:08:36	DAVOX INCOMING FILE
5654		07/16/2007	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
5654		07/16/2007	DMD	07/14/07 01:12:42 BUSY	DAVOX INCOMING FILE
5654		07/16/2007	DMD	07/14/07 01:01:43 BUSY	DAVOX INCOMING FILE
5654		07/13/2007	DMD	07/13/07 08:04:12 BUSY	DAVOX INCOMING FILE
5654		07/13/2007	DMD	07/13/07 06:35:14 NO ANSWER	DAVOX INCOMING FILE
5654		07/13/2007	DMD	07/13/07 02:29:22 NO ANSWER	DAVOX INCOMING FILE
5654		07/05/2007	DM	EARLY IND: SCORE 025 MODEL EI16C	SYSTEM ID
5654	EOY	07/03/2007	NT	Corrected Y to D interest field for 2007 YE	API CSRV
5654	EOY	07/03/2007	NT	reporting. Y to D amount converted subtracted	API CSRV
5654	EOY	07/03/2007	NT	negative AM principal payments. Correction added	API CSRV
5654	EOY	07/03/2007	NT	negative principal back in to ensure 2007 YE	API CSRV
5654	EOY	07/03/2007	NT	reporting accuracy.	API CSRV
5654		06/29/2007	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
5654		06/29/2007	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
5654		06/29/2007	DMD	06/28/07 22:27:37 FAX MODEM	DAVOX INCOMING FILE
5654		06/27/2007	DMD	06/27/07 17:20:20 BUSY	DAVOX INCOMING FILE
5654		06/27/2007	DMD	06/27/07 12:53:13 NO ANSWER	DAVOX INCOMING FILE
5654		06/27/2007	DMD	06/27/07 09:38:21 NO ANSWER	DAVOX INCOMING FILE
5654		06/26/2007	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
5654		06/26/2007	DMD	06/25/07 15:26:27 NO ANSWER	DAVOX INCOMING FILE
5654		06/26/2007	DMD	06/25/07 11:15:29 NO ANSWER	DAVOX INCOMING FILE
5654		06/25/2007	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
5654		06/25/2007	DMD	06/24/07 14:33:13 BUSY	DAVOX INCOMING FILE
5654		06/25/2007	DMD	06/24/07 14:10:25 BUSY	DAVOX INCOMING FILE
5654		06/25/2007	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
5654		06/25/2007	DMD	06/23/07 10:34:07 BUSY	DAVOX INCOMING FILE
5654		06/25/2007	DMD	06/23/07 09:50:07 BUSY	DAVOX INCOMING FILE
5654		06/22/2007	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
5654		06/22/2007	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
5654		06/22/2007	DMD	06/22/07 09:35:13 NO ANSWER	DAVOX INCOMING FILE
5654		06/19/2007	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
5654		06/18/2007	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
5654		06/18/2007	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
5654		06/18/2007	DMD	06/18/07 11:39:26 PAR3 CONNECT	DAVOX INCOMING FILE

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Account Number	Area ID	Trans Added Date	Trans Type	Transaction Message	Trans User Name
5654		06/18/2007	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
5654		06/18/2007	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
5654		06/18/2007	DMD	06/18/07 08:23:28	DAVOX INCOMING FILE
5654		06/18/2007	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
5654		06/18/2007	DMD	06/16/07 10:13:22 BUSY	DAVOX INCOMING FILE
5654		06/18/2007	DMD	06/16/07 09:41:05 BUSY	DAVOX INCOMING FILE
5654		06/18/2007	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
5654		06/18/2007	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
5654		06/18/2007	DMD	06/16/07 03:15:39	DAVOX INCOMING FILE
5654		06/15/2007	ET	ARM CHANGE NOTICE SCHEDULED FOR 06/18/07	SYSTEM ID
5654		06/15/2007	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
5654		06/15/2007	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
5654		06/15/2007	DMD	06/15/07 15:56:12	DAVOX INCOMING FILE
5654		06/15/2007	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
5654		06/15/2007	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
5654		06/15/2007	DMD	06/15/07 03:38:38	DAVOX INCOMING FILE
5654		06/14/2007	DMD	06/14/07 17:19:07 BUSY	DAVOX INCOMING FILE
5654		06/14/2007	DMD	06/14/07 12:33:30 NO ANSWER	DAVOX INCOMING FILE
5654		06/14/2007	DMD	06/14/07 08:03:07 NO ANSWER	DAVOX INCOMING FILE
5654		06/13/2007	DMD	06/13/07 17:38:28 BUSY	DAVOX INCOMING FILE
5654		06/13/2007	DMD	06/13/07 13:24:23 NO ANSWER	DAVOX INCOMING FILE
5654		06/13/2007	DMD	06/13/07 10:20:32 NO ANSWER	DAVOX INCOMING FILE
5654		06/13/2007	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
5654		06/13/2007	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
5654		06/13/2007	DMD	06/12/07 19:30:27	DAVOX INCOMING FILE
5654		06/11/2007	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
5654		06/11/2007	DMD	06/11/07 14:47:37 FAX MODEM	DAVOX INCOMING FILE
5654		06/11/2007	DMD	06/11/07 14:47:10 NO ANS	DAVOX INCOMING FILE
5654		06/11/2007	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
5654		06/11/2007	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
5654		06/11/2007	DMD	06/09/07 12:00:31	DAVOX INCOMING FILE
5654		06/08/2007	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
5654		06/08/2007	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
5654		06/08/2007	DMD	06/08/07 15:50:56	DAVOX INCOMING FILE
5654		06/05/2007	DM	EARLY IND: SCORE 005 MODEL EI16C	SYSTEM ID

Loan History

Date Data as-of: March 6, 2014

Account Number	Area ID	Trans Added Date	Trans Type	Transaction Message	Trans User Name
5654		06/01/2007	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
5654		06/01/2007	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
5654		06/01/2007	DMD	05/31/07 22:16:03 FAX MODEM	DAVOX INCOMING FILE
5654		05/30/2007	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
5654		05/30/2007	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
5654		05/30/2007	DMD	05/30/07 14:49:58 NO ANS	DAVOX INCOMING FILE
5654		05/29/2007	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
5654		05/29/2007	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
5654		05/29/2007	DMD	05/29/07 10:41:25 NO ANS	DAVOX INCOMING FILE
5654		05/28/2007	DMD	05/28/07 17:34:25 BUSY	DAVOX INCOMING FILE
5654		05/28/2007	DMD	05/28/07 12:38:17 NO ANSWER	DAVOX INCOMING FILE
5654		05/28/2007	DMD	05/28/07 09:00:22 NO ANSWER	DAVOX INCOMING FILE
5654		05/28/2007	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
5654		05/28/2007	DMD	05/27/07 14:00:10 BUSY	DAVOX INCOMING FILE
5654		05/28/2007	DMD	05/27/07 13:48:11 BUSY	DAVOX INCOMING FILE
5654		05/28/2007	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
5654		05/28/2007	DMD	05/26/07 10:09:39 BUSY	DAVOX INCOMING FILE
5654		05/28/2007	DMD	05/26/07 09:41:13 BUSY	DAVOX INCOMING FILE
5654		05/25/2007	CBR	PURCHASED LOAN: SERVICING DATE =12/29/06	SYSTEM ID
5654		05/25/2007	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
5654		05/25/2007	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
5654		05/25/2007	DMD	05/25/07 09:23:16 NO ANSWER	DAVOX INCOMING FILE
5654		05/24/2007	DMD	05/24/07 17:22:13 BUSY	DAVOX INCOMING FILE
5654		05/24/2007	DMD	05/24/07 12:33:23 NO ANSWER	DAVOX INCOMING FILE
5654		05/24/2007	DMD	05/24/07 08:24:21 NO ANSWER	DAVOX INCOMING FILE
5654		05/23/2007	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
5654		05/23/2007	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
5654		05/23/2007	DMD	05/23/07 02:43:42	DAVOX INCOMING FILE
5654		05/22/2007	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
5654		05/22/2007	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
5654		05/22/2007	DMD	05/22/07 10:58:17 PAR3 CONNECT	DAVOX INCOMING FILE
5654		05/22/2007	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
5654		05/22/2007	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
5654		05/22/2007	DMD	05/21/07 15:21:16 NO ANSWER	DAVOX INCOMING FILE
5654		05/21/2007	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID

Loan History

Date Data as-of: March 6, 2014

Account Number	Area ID	Trans Added Date	Trans Type	Transaction Message	Trans User Name
5654		05/18/2007	ET	ARM CHANGE NOTICE SCHEDULED FOR 05/18/07	SYSTEM ID
5654		05/17/2007	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
5654		05/17/2007	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
5654		05/17/2007	DMD	05/17/07 10:40:15 PAR3 CONNECT	DAVOX INCOMING FILE
5654		05/17/2007	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
5654		05/17/2007	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
5654		05/17/2007	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
5654		05/17/2007	DMD	05/16/07 11:25:29 NO ANSWER	DAVOX INCOMING FILE
5654		05/08/2007	DM	EARLY IND: SCORE 000 MODEL EI16C	SYSTEM ID
5654		05/07/2007	DM	EARLY IND: SCORE 000 MODEL EI16C	SYSTEM ID

DISPLAY/HISTORY

Acct: **3862** Name: **SUZANNE KOEGLER**

SSN: **139388849**

- Dates - Paid To: **7/1/2013** Next Due: **8/1/2013** Last Pmt: **7/9/2013**
 - Bal - Prin: **\$260,860.82** Esc: **\$2,882.35**
 - Uncol - LC: **\$0.00** P&I Adv: **\$0.00** Esc Sht: **\$0.00**

NOTES:

Trans Added Date	Trans Type	Area ID that Originated the Message	Document Notice Id	Document Text Id	Document Text Type Code	Add Teller	TransactionDescription
9/9/2005	CLN						00000/B 000299000.00 P/B 000299000.00 09/02/05
9/12/2005	D28		0	DT	8		MANUAL BILLING STATEMENT FROM REPORT R628
9/12/2005	D19		0	06	8		6007 - S&A - GENERIC HELLO LETTER
9/13/2005	ITR						
9/29/2005	OL		0	71	7		WDOYCSH - NEW ACH LETTER
10/4/2005	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
10/14/2005	CBR		0	00	1	T:00000	ORIGINATED LOAN: CLOSING DATE = 09/02/05
10/20/2005	ITR						
11/2/2005	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
11/3/2005	CIT	PRD05				T:01754	001 new cit #575; docs show the school taxes pd at
11/3/2005	CIT	PRD05				T:01754	closing but they were also pd from esc; plz
11/3/2005	CIT	PRD05				T:01754	check on duplic pmt & req a refund.
11/10/2005	CIT	TAX20				T:02176	002 new cit #576...cld hempstead schools...per
11/10/2005	CIT	TAX20				T:02176	karen the taxes are showing as pd as of
11/10/2005	CIT	TAX20				T:02176	11/1/05 but no idea who issued the pymt, so if
11/10/2005	CIT	TAX20				T:02176	it was not ours from farets when tht ck is
11/10/2005	CIT	TAX20				T:02176	recvd it wl be refund to farets, wl take
11/10/2005	CIT	TAX20				T:02176	approx 8 wks for refund to get to farets...it
11/10/2005	CIT	TAX20				T:02176	wl take farets 4-6 wks to issue refund to gmac
11/10/2005	CIT	TAX20				T:02176	001 DONE 11/10/05 BY TLR 02176
11/10/2005	CIT	TAX20				T:02176	TSK TYP 575-TAX REFUND REQU
11/10/2005	CIT	TAX20				T:02176	001 closing cit #575...cld hempstead schools...per
11/10/2005	CIT	TAX20				T:02176	karen the taxes are showing as pd as of
11/10/2005	CIT	TAX20				T:02176	11/1/05 but no idea who issued the pymt, so if
11/10/2005	CIT	TAX20				T:02176	it was not ours from farets when tht ck is
11/10/2005	CIT	TAX20				T:02176	recvd it wl be refund to farets, wl take
11/10/2005	CIT	TAX20				T:02176	approx 8 wks for refund to get to farets...
12/2/2005	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
12/16/2005	CIT	TAX30				T:02163	002 DONE 12/16/05 BY TLR 02163

12/16/2005	CIT	TAX30				T:02163	TSK TYP 576 TAX REFUND FOL
12/16/2005	CIT	TAX30				T:02163	002 close cit 576 rcvd Hempstead Town bulk rfnd
12/16/2005	CIT	TAX30				T:02163	ck#61468 amt \$1677.44 will frwd ck to pymt
12/16/2005	CIT	TAX30				T:02163	proc to dep.
12/22/2005	NT	HAZ				T:07940	icc/balboa/anandhi-recd ins ck \$ 1940.23 on
12/22/2005	NT	HAZ				T:07940	12/21/05
12/27/2005	NT	HAZ				T:14772	icc/balboa/rep marie rec'd ins ck \$1940.23 on
12/27/2005	NT	HAZ				T:14772	12/23/05. dol:10/15/05 - tol:prop damag - dd:
12/27/2005	NT	HAZ				T:14772	01/01/06. loan is current. ck processed and
12/27/2005	NT	HAZ				T:14772	will be sent out via reg mail. file is closed.
12/28/2005	NT	HAZ				T:07587	icc/balboa/electra - ck sent via reg mail.
1/3/2006	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
2/2/2006	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
3/2/2006	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
4/4/2006	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
5/2/2006	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
6/2/2006	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
7/4/2006	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
8/2/2006	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
9/4/2006	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
10/3/2006	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
11/2/2006	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
12/4/2006	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
1/2/2007	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
2/2/2007	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
3/2/2007	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
4/3/2007	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
5/2/2007	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
6/4/2007	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
7/3/2007	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
8/2/2007	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
9/4/2007	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
10/2/2007	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
11/2/2007	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
12/4/2007	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
1/2/2008	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
2/4/2008	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
3/4/2008	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
4/2/2008	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
5/2/2008	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628

6/3/2008	D28	0	DT	8		BILLING STATEMENT FROM REPORT R628
7/2/2008	D28	0	DT	8		BILLING STATEMENT FROM REPORT R628
8/4/2008	D28	0	DT	8		BILLING STATEMENT FROM REPORT R628
8/26/2008	DM				T:05835	BREACH HOLD PLACED-EXPIRATION DATE 01/01/40
9/2/2008	D28	0	DT	8		BILLING STATEMENT FROM REPORT R628
9/9/2008	DM				T:01039	BREACH HOLD REMOVED MANUALLY
10/2/2008	D28	0	DT	8		BILLING STATEMENT FROM REPORT R628
11/4/2008	D28	0	DT	8		BILLING STATEMENT FROM REPORT R628
12/2/2008	D28	0	DT	8		BILLING STATEMENT FROM REPORT R628
1/2/2009	D28	0	DT	8		BILLING STATEMENT FROM REPORT R628
2/3/2009	D28	0	DT	8		BILLING STATEMENT FROM REPORT R628
3/3/2009	D28	0	DT	8		BILLING STATEMENT FROM REPORT R628
4/2/2009	D28	0	DT	8		BILLING STATEMENT FROM REPORT R628
5/4/2009	D28	0	DT	8		BILLING STATEMENT FROM REPORT R628
6/2/2009	D28	0	DT	8		BILLING STATEMENT FROM REPORT R628
7/2/2009	D28	0	DT	8		BILLING STATEMENT FROM REPORT R628
8/4/2009	D28	0	DT	8		BILLING STATEMENT FROM REPORT R628
9/2/2009	D28	0	DT	8		BILLING STATEMENT FROM REPORT R628
10/2/2009	D28	0	DT	8		BILLING STATEMENT FROM REPORT R628
11/3/2009	D28	0	DT	8		BILLING STATEMENT FROM REPORT R628
12/2/2009	D28	0	DT	8		BILLING STATEMENT FROM REPORT R628
1/4/2010	D28	0	DT	8		BILLING STATEMENT FROM REPORT R628
2/2/2010	D28	0	DT	8		BILLING STATEMENT FROM REPORT R628
3/2/2010	D28	0	DT	8		BILLING STATEMENT FROM REPORT R628
4/2/2010	D28	0	DT	8		BILLING STATEMENT FROM REPORT R628
5/4/2010	D28	0	DT	8		BILLING STATEMENT FROM REPORT R628
6/2/2010	D28	0	DT	8		BILLING STATEMENT FROM REPORT R628
7/2/2010	D28	0	DT	8		BILLING STATEMENT FROM REPORT R628
8/3/2010	D28	0	DT	8		BILLING STATEMENT FROM REPORT R628
9/2/2010	D28	0	DT	8		BILLING STATEMENT FROM REPORT R628
10/4/2010	D28	0	DT	8		BILLING STATEMENT FROM REPORT R628
11/2/2010	D28	0	DT	8		BILLING STATEMENT FROM REPORT R628
12/2/2010	D28	0	DT	8		BILLING STATEMENT FROM REPORT R628
1/4/2011	D28	0	DT	8		BILLING STATEMENT FROM REPORT R628
2/2/2011	D28	0	DT	8		BILLING STATEMENT FROM REPORT R628
3/2/2011	D28	0	DT	8		BILLING STATEMENT FROM REPORT R628
4/4/2011	D28	0	DT	8		BILLING STATEMENT FROM REPORT R628
5/3/2011	D28	0	DT	8		BILLING STATEMENT FROM REPORT R628
6/2/2011	D28	0	DT	8		BILLING STATEMENT FROM REPORT R628
7/4/2011	D28	0	DT	8		BILLING STATEMENT FROM REPORT R628

8/2/2011	D28	12-1-2020 mg 9	0	DT	8	00/00/00 00:00:00	BILLING STATEMENT FROM REPORT R628
8/29/2011	NT	CSH				T:17633	b2 ci re pbp ioa 2,583.97 Transaction Confirmation
8/29/2011	NT	CSH				T:17633	Number: 20110907122535581and want to reinstate the
8/29/2011	NT	CSH				T:17633	auto withdraw adv the option and sent form adv
8/29/2011	NT	CSH				T:17633	tat,,,jouilynn i. 8932727
8/29/2011	CIT	COL64				T:17633	001 Open CIT 189 to request letter 7:08
8/31/2011	CIT	INQ20				T:01401	001 DONE 08/31/11 BY TLR 01401
8/31/2011	CIT	INQ20				T:01401	TSK TYP 189-ON-LINE LETTERS
8/31/2011	CIT	INQ20				T:01401	001 Closing 189 mailed letter. Karen M 4040
8/31/2011	OL		0	08	7		WDOYACH Biweek Cancel
9/2/2011	NT	DIS				T:25102	FEMA declared disaster due to Hurricane Irene.
9/2/2011	NT	DIS				T:25102	Individual assistance decared on 8/31/11.
9/2/2011	NT	DIS				T:25101	FEMA declared disaster due to Hurricane Irene.
9/2/2011	NT	DIS				T:25101	Individual assistance decared on 8/31/11.
9/2/2011	DM					T:25102	BREACH HOLD PLACED-EXPIRATION DATE 11/29/11
9/2/2011	NT	DIS				T:25102	FEMA declared disaster due to Hurricane Irene.
9/2/2011	NT	DIS				T:25102	Individual assistance decared on 8/31/11.
9/6/2011	DM					T:00000	EARLY IND: SCORE 068 MODEL EI16C
9/6/2011	DMD					T:22222	00/00/00 00:00:00
9/6/2011	DMD					T:22222	09/06/11 19:55:35 LEFT MESSAGE
9/6/2011	DMD					T:22222	09/06/11 16:46:09 No Answer
9/7/2011	DMD					T:22222	00/00/00 00:00:00
9/7/2011	DMD					T:22222	09/07/11 18:27:10 LEFT MESSAGE
9/7/2011	DMD					T:22222	09/07/11 16:30:25 No Answer
9/7/2011	DMD					T:22222	09/07/11 12:45:55 PAR3 ALERT RETRIVAL
9/7/2011	DMD					T:22222	09/06/11 19:55:35 LEFT MESSAGE
9/7/2011	DMD					T:22222	09/06/11 16:46:09 No Answer
9/7/2011	NT	CSH				T:11749	b2 ci re pbp ioa 2,583.97 Transaction Confirmation
9/7/2011	NT	CSH				T:11749	Number: 20110907122535581and want to reinstate the
9/7/2011	NT	CSH				T:11749	auto withdraw adv the option and sent form adv
9/7/2011	NT	CSH				T:11749	tat,,,jouilynn i. 8932727
9/7/2011	OL		0	30	2		WDOYCUS - ACH REQUEST
9/7/2011	NT	INQ				T:11749	B2 cld re: Letter mailed to customer.
9/7/2011	NT	INQ				T:11749	Letter: 2:30
9/8/2011	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
10/5/2011	DM					T:00000	EARLY IND: SCORE 068 MODEL EI16C
10/6/2011	DMD					T:22222	00/00/00 00:00:00
10/6/2011	DMD					T:22222	00/00/00 00:00:00
10/6/2011	DMD					T:22222	10/06/11 15:11:15 MSG ANS MACH
10/11/2011	DMD					T:22222	00/00/00 00:00:00

10/11/2011	DMD	12-1-2020 mg 9	Doc 7410 00	07	Filed 08/22/14	Entered 08/22/14 16:18:15	Exhibit 7
10/11/2011	DMD					T:22222	00/00/00 00:00:00
10/14/2011	DMD					T:22222	00/00/00 00:00:00
10/14/2011	DMD					T:22222	00/00/00 00:00:00
10/14/2011	DMD					T:22222	10/14/11 12:53:01 MSG ANS MACH
10/18/2011	DMD					T:22222	00/00/00 00:00:00
10/18/2011	DMD					T:22222	00/00/00 00:00:00
10/18/2011	DMD					T:22222	10/18/11 16:59:24 MSG ANS MACH
10/19/2011	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
11/7/2011	DM					T:00000	EARLY IND: SCORE 099 MODEL EI16C
11/14/2011	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
12/5/2011	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
12/14/2011	NT	DIS				T:01562	FEMA moratorium has expired. Disaster
12/14/2011	NT	DIS				T:01562	coding being removed.
1/3/2012	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
2/7/2012	DM					T:00000	EARLY IND: SCORE 099 MODEL EI16C
2/13/2012	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
3/2/2012	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
4/5/2012	DM					T:00000	EARLY IND: SCORE 099 MODEL EI16C
4/12/2012	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
5/7/2012	DM					T:00000	EARLY IND: SCORE 099 MODEL EI16C
5/14/2012	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
6/5/2012	DM					T:00000	EARLY IND: SCORE 099 MODEL EI16C
6/13/2012	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
7/3/2012	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
8/7/2012	DM					T:00000	EARLY IND: SCORE 067 MODEL EI16C
8/10/2012	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
9/5/2012	DM					T:00000	EARLY IND: SCORE 067 MODEL EI16C
9/11/2012	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
10/5/2012	DM					T:00000	EARLY IND: SCORE 067 MODEL EI16C
10/12/2012	DMD					T:22222	00/00/00 00:00:00
10/12/2012	DMD					T:22222	00/00/00 00:00:00
10/12/2012	DMD					T:22222	10/12/12 19:25:29 ANSWERING MACHINE
10/15/2012	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
11/1/2012	DM					T:25101	BREACH HOLD PLACED-EXPIRATION DATE 01/28/13
11/1/2012	NT	DIS				T:25101	FEMA declaration due to Hurricane Sandy.
11/1/2012	NT	DIS				T:25101	Individual assistance declared on 10/30/12.
11/6/2012	DM					T:00000	EARLY IND: SCORE 099 MODEL EI16C
11/9/2012	CBR		0	00	1	T:00000	CURRENT: < 30 DAYS
11/13/2012	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628

11/16/2012	NT	CSH	12-1-2012 mg 9	Doc 7410 30	07	Filed 08/22/14	Entered 08/22/14 16:18:16	"Late Charges Bypassed November 2012, December 2012 and January 2013 due to Hurricane Sandy"
11/16/2012	NT	CSH						Exhibit X
11/27/2012	NT	HAZ					T:17931	b2 ci re the expedite of the request for the
11/27/2012	NT	HAZ					T:17931	insurance claims. adv cust that the loss draft
11/27/2012	NT	HAZ					T:17931	dept is extending its effort. provided direfct
11/27/2012	NT	HAZ					T:17931	number, xfered. //olive o 8412849
11/27/2012	DM						T:04857	TT B2,CI DECLARED COLATERAL DAMAGE DUE TO HURICANE
11/27/2012	DM						T:04857	SANDY.ALREADY CALLED INSURANCE. OFFER FB AND NO
11/27/2012	DM						T:04857	PYMNTS TO BE RCV FROM DEC UP TO FEB.B2 CANNOT
11/27/2012	DM						T:04857	CONTRIBUTE ANY AMOUNT.B2 ALSO ASK TO REFI ACCOUNT
11/27/2012	DM						T:04857	XFER TO DIRECT LENDING.JAYSOND8413484
11/27/2012	DM						T:04857	DFLT REASON 1 CHANGED TO: PROPERTY PROBLEM
11/27/2012	DM						T:04857	ACTION/RESULT CD CHANGED FROM OAAI TO BRCP
11/27/2012	DM						T:04857	GAIN THE CUSTOMERS COMMITMENT TO RESOLVE THE
11/27/2012	DM						T:04857	DELINQUENCY THROUGH A PROMISE TO PAY OR REPAYMENT
11/27/2012	DM						T:04857	PLAN. INBOUND CALL
11/27/2012	DM						T:04857	ACTION/RESULT CD CHANGED FROM TO OAAI
11/27/2012	NT	RFDNT					T:04857	b2 declared colateral damage due to hurricane
11/27/2012	NT	RFDNT					T:04857	sandy.
11/27/2012	CIT	COL02					T:04857	002 new cit 9,cust edward tobias declared
11/27/2012	CIT	COL02					T:04857	disaster due to hurricane sandy and sustained
11/27/2012	CIT	COL02					T:04857	collateral damage claim filed; b2 sd cannot
11/27/2012	CIT	COL02					T:04857	contribute any amount. b1 can be reach
11/27/2012	CIT	COL02					T:04857	@732-462-6672. Adv if approved cust will be
11/27/2012	CIT	COL02					T:04857	resp for unpaid bal at end of fb plan.
11/27/2012	NT	COL					T:18855	b2 ci to inq financial assistance due to hardship
11/27/2012	NT	COL					T:18855	caused by Hurricane Sandy;has financial and
11/27/2012	NT	COL					T:18855	property impact;provided FEMA's direct
11/27/2012	NT	COL					T:18855	#1-800-621-FEMA (3362 then referred call to
11/27/2012	NT	COL					T:18855	Coll;advd direct # for further assistance;carlota
11/27/2012	NT	COL					T:18855	r 8412332
11/27/2012	NT	INQ					T:18855	b2 ci to inq financial assistance due to hardship
11/27/2012	NT	INQ					T:18855	caused by Hurricane Sandy;has financial and
11/27/2012	NT	INQ					T:18855	property impact;provided FEMA's direct
11/27/2012	NT	INQ					T:18855	#1-800-621-FEMA (3362 then referred call to
11/27/2012	NT	INQ					T:18855	Coll;advd direct # for further assistance;carlota
11/27/2012	NT	INQ					T:18855	r 8412332
11/28/2012	NT	DDSG					T:03108	Please advise bwrs that they were approved for a 3
11/28/2012	NT	DDSG					T:03108	month \$0.00 pmt reqd forb. Forb must be setup on
11/28/2012	NT	DDSG					T:03108	contractual due date, however the LC freeze and

11/28/2012	NT	DDSG				T:03108	credits suppression have been backdated to the date
11/28/2012	NT	DDSG				T:03108	into Nov as the request was made in Nov. The forb
11/28/2012	NT	DDSG				T:03108	DOES NOT extend or defer the pymts to the end of
11/28/2012	NT	DDSG				T:03108	the loan. Pmts still come due as normal pmts can
11/28/2012	NT	DDSG				T:03108	be made any amt and any time during the term of
11/28/2012	NT	DDSG				T:03108	the forb, any pymts not made will come due at the
11/28/2012	NT	DDSG				T:03108	end of the forb (2/28/13) and they will need to
11/28/2012	NT	DDSG				T:03108	set up arrgmts. Will follow up monthly.
11/28/2012	DM					T:03108	LATE CHARGE FREEZE UPDATE 11/01/12 03/01/13 C
11/28/2012	OL		0	07	5		WDOYLM - NATURAL DISASTER FORBEARANCE
11/28/2012	NT	STOP				T:03108	LMT 2-1: Disaster Forbearance Referral approved.
11/28/2012	NT	STOP				T:03108	Customer not required to send in payments.
11/28/2012	NT	STOP				T:03108	Payments of \$0.00 to be made on 12/01/12-02/28/13.
11/28/2012	NT	STOP				T:03108	Please DO NOT return any funds during the Disaster
11/28/2012	NT	STOP				T:03108	FB Plan months and apply any funds to 3N. Do not
11/28/2012	NT	STOP				T:03108	send CIT 840, thanks.
11/28/2012	CIT	COL80				T:03108	002 DONE 11/28/12 BY TLR 03108
11/28/2012	CIT	COL80				T:03108	TSK TYP 009-REFERRAL DISAST
11/28/2012	LMT						REGULATORY FBR (561) COMPLETED 11/28/12
11/28/2012	LMT						MONITOR TERMS (532) COMPLETED 11/28/12
11/28/2012	LMT						FORBEARNC APPRVD INV (732) COMPLETED 11/28/12
11/28/2012	LMT						FORBEARNC RECMMD INV (731) COMPLETED 11/28/12
11/28/2012	LMT						DISASTER FORBEARANCE (560) COMPLETED 11/28/12
11/28/2012	LMT						SEND FOR EXECUTION (501) COMPLETED 11/28/12
11/28/2012	LMT						PURSUE FORBEARANCE (500) COMPLETED 11/28/12
11/28/2012	LMT						LMT SOLUTN PURSUED (6) COMPLETED 11/28/12
11/28/2012	LMT						COMPLETE FIN PKG REC (3) COMPLETED 11/28/12
11/28/2012	LMT						ASSESS FINANCL PKG (2) COMPLETED 11/28/12
11/28/2012	LMT						REFERRD TO LOSS MIT (1) COMPLETED 11/28/12
11/28/2012	LMT						APPROVED FOR LMT 11/28/12
11/29/2012	BKR						BANKRUPTCY C1 CHANGED FROM 0131925 TO 0012468
11/29/2012	BKR						BANKRUPTCY C2 CHANGED FROM 0012468 TO 0012503
11/29/2012	BKR						BANKRUPTCY C3 CHANGED FROM 0012503 TO 0131925
11/29/2012	FOR						FORECLOSURE C1 CHANGED FROM 0131925 TO 0012468
11/29/2012	FOR						FORECLOSURE C2 CHANGED FROM 0012468 TO 0012503
11/29/2012	FOR						FORECLOSURE C3 CHANGED FROM 0012503 TO 0131925
12/5/2012	DM					T:00000	EARLY IND: SCORE 099 MODEL EI16C
12/14/2012	CBR		0	00	1	T:00000	CR BUR RPT STATUS=N;EXPIRE DT = 03/01/13
12/14/2012	CBR		0	00	1	T:00000	MANUAL REQUEST: CBR SPECIAL COMMENT = AW
12/14/2012	CBR		0	00	1	T:00000	CURRENT: < 30 DAYS

12/19/2012	D28	12-1-2020 mg 9	00	706	07	DT	12/28/14	Entered 02/22/14 16:16:16	BILLING STATEMENT FROM REPORT R628
12/28/2012	EDR	00	00	7410	30		12/28/14	Entered 03/21/14 16:16:16	Exhibit X
12/28/2012	EDR	00							FHLMC ACTION CODE 03 CHANGED FROM 20 TO
1/2/2013	DM								FHLMC ACTION DT 03 CHANGED 11/12/12 TO 00/00/00
1/4/2013	NT	FSV							EARLY IND: SCORE 385 MODEL EI30C
1/4/2013	NT	FSV							Exterior disaster inspection ordered from
1/4/2013	NT	FSV							CoreLogic- no preservation work without GMAC
1/4/2013	NT	FSV							approval
1/10/2013	CBR		0	00	1				CR BUR RPT STATUS=N;EXPIRE DT = 03/01/13
1/10/2013	CBR		0	00	1				MANUAL REQUEST: CBR SPECIAL COMMENT = AW
1/10/2013	CBR		0	00	1				DELINQUENT: 30 DAYS
1/14/2013	PPT								MTR
1/14/2013	PPT								TASK:0002-FSV-CHANGD FUPDT 02/11/13
1/14/2013	PPT								MTR
1/14/2013	PPT								TASK:0501-FSV-CHANGD FUPDT 01/25/13
1/14/2013	PPT								VAC-ORDERED SECURING (500) COMPLETED 01/14/13
1/14/2013	PPT								PURSUE PROP PRES (1) COMPLETED 01/14/13
1/14/2013	NT	FSV							T:14855 Received on FTV Report, Acct in COL, Rep @ Prop.
1/14/2013	NT	FSV							T:14855 01/10/2013 , Forbearance Plan, Will Monitor -
1/14/2013	NT	FSV							T:14855 Ravi 14855
1/14/2013	D19		0	05	8				DEF - OPTIONS TO AVOID FORECLOSURE
1/15/2013	FSV		0	00	1				T:00000 INSP TP A RESULTS RCVD; ORD DT=01/04/13
1/16/2013	HMP								HMP SOLICITATION DT CHGD 00/00/00 TO 01/16/13
1/16/2013	HMP								HMP SOLICITED 01/16/13
1/16/2013	NT	HMPs							T:25101 Home Affordable Modification program sent to
1/16/2013	NT	HMPs							T:25101 borrower on 1/16/13
1/16/2013	NT	FSV							T:14855 Received on FTV Report, Acct in COL, Rep @ Prop.
1/16/2013	NT	FSV							T:14855 01/10/2013 , Forbearance Plan, Will Monitor -
1/16/2013	NT	FSV							T:14855 Ravi 14855
1/18/2013	PPT								FILE CLOSED (2) COMPLETED 01/18/13
1/18/2013	PPT								VAC-PROPERTY SECURE (501) COMPLETED 01/18/13
1/21/2013	D28		0	DT	8				BILLING STATEMENT FROM REPORT R628
1/22/2013	EDR	00							FHLMC ACTION CODE 02 CHANGED FROM TO 9
1/22/2013	EDR	00							FHLMC ACTION DT 02 CHANGED 00/00/00 TO 11/28/12
1/31/2013	DM								T:20578 BREACH HOLD PLACED-EXPIRATION DATE 03/01/13
1/31/2013	D19		0	05	8				BREACH SUZANNE KOEGLER
1/31/2013	D19		0	05	8				BREACH SUZANNE KOEGLER
2/1/2013	NT	HMPSC							T:02462 2nd notice solicitation sent to borrower via
2/1/2013	NT	HMPSC							T:02462 certified mail # "71925948001901127259 "
2/2/2013	CIT	COL40							T:19184 003 New CIT 351 Property has been found to be
2/2/2013	CIT	COL40							T:19184 distressed. FHLMC Form 105 for Distressed

2/2/2013	CIT	COL40	Doc 70607	File 10/22/14	Entered 08/21/14 10:18:16	Property submitted to FHLMC Distressed	
2/2/2013	CIT	COL40	Doc 741030	File 08/21/14	Entered 08/21/14 10:18:16	Property at Distressed_Property@freddiemac.com	
2/2/2013	CIT	COL40				T:19184 Neglect,Monitoring for results,Usha,19184	
2/4/2013	DM					T:00000 EARLY IND: SCORE 295 MODEL EI60C	
2/4/2013	FSV		0	00	1	T:00000 INSP TYPE D ORDERED; REQ CD =AUTO DELQ	
2/7/2013	NT	DM				T:22815 FHLMC EDR 01/31/13- H4 1/16/2013 9 11/28/2012	
2/7/2013	NT	DM				T:22815 80 1/30/2013	
2/7/2013	NT	FSV				T:03695 Received response from Distressed- DL,Please	
2/7/2013	NT	FSV				T:03695 advise if a claim was filed for this property and	
2/7/2013	NT	FSV				T:03695 order an interior hazard distressed bpo from BPO	
2/7/2013	NT	FSV				T:03695 Direct. Please provide once completed. - Durga	
2/7/2013	NT	FSV				T:03695 3695.	
2/8/2013	DM					T:02657 OB CALLED 732-462-6672, LEFT A VOICE MESSAGE FOR A	
2/8/2013	DM					T:02657 CALLBACK; CALLING ON THE FORBEARANCE PLAN SETUP ON	
2/8/2013	DM					T:02657 THE ACCT	
2/8/2013	DM					T:02657 ACTION/RESULT CD CHANGED FROM BRCP TO BRLM	
2/8/2013	CIT	FCL				T:02558 003 DONE 02/08/13 BY TLR 02558	
2/8/2013	CIT	FCL				T:02558 TSK TYP 351-FHLMC DISTRESSE	
2/9/2013	NT	DODV				T:25101 Per DOD website check 2013-02-03 secondary	
2/9/2013	NT	DODV				T:25101 borrower EDWARD TOBIAS is not active duty. Copy	
2/9/2013	NT	DODV				T:25101 of DOD website is imaged in Looking Glass.	
2/9/2013	NT	DODV				T:25101 Per DOD website check 2013-02-03 primary borrower	
2/9/2013	NT	DODV				T:25101 SUZANNE KOEGLER is not active duty. Copy of DOD	
2/9/2013	NT	DODV				T:25101 website is imaged in Looking Glass.	
2/12/2013	NT	LMT				T:26347 Ordered EBPO.	
2/12/2013	NT	FSV				T:03132 FHLMC has requested exterior BPO as account has FB	
2/12/2013	NT	FSV				T:03132 alert	
2/14/2013	CBR		0	00	1	T:00000 CR BUR RPT STATUS=N;EXPIRE DT = 03/01/13	
2/14/2013	CBR		0	00	1	T:00000 MANUAL REQUEST: CBR SPECIAL COMMENT = AW	
2/14/2013	CBR		0	00	1	T:00000 DELINQUENT: 60 DAYS	
2/14/2013	FSV		0	00	1	T:00000 INSP TP D RESULTS RCVD; ORD DT=02/04/13	
2/14/2013	NT	BTTC				T:01645 Phone :732-462-6672	
2/14/2013	NT	BTTC				T:01645 Time :Any	
2/14/2013	LMT						FINANCIAL INFORMATION COLLECTED FOR HMP
2/14/2013	LMT						LMT BORR FIN REC ADDED
2/14/2013	DM					T:01645 DFLT REASON 1 CHANGED TO: CASUALTY LOSS	
2/14/2013	DM					T:01645 ACTION/RESULT CD CHANGED FROM OAAI TO NOTE	
2/14/2013	NT	PARPK				T:01645 Financial Package Rcvd, imaged as -WOUT-. Package	
2/14/2013	NT	PARPK				T:01645 sent for review. KSteimel 4673	
2/14/2013	NT	HAZ				T:27050 ICC/QBE/239797*User Notes*	

2/14/2013	NT	HAZ	12-1-2013	Doc 7410-30	07	Filed 03/22/14	Entered 03/22/14	NEW LOSS SPRK W/ Edward CALLER'S #: 732-462-6672IN
2/14/2013	NT	HAZ	12-1-2013	Doc 7410-30	07	Filed 03/22/14	Entered 03/22/14	CO. FidelityEst Dwelling Cov: Updated FDDA: Yes
2/14/2013	NT	HAZ						Smith Servicing Note
2/14/2013	NT	HAZ					T:27050	*Investor: Freddie Mac*Property
2/14/2013	NT	HAZ					T:27050	type:PrimaryADVSD: r/e process
2/14/2013	NT	HAZ					T:27050	ICC/QBE/239797*Authorized Contact Updated*
2/14/2013	NT	HAZ					T:27050	ICC/QBE/ELR Tracking No 239797
2/14/2013	NT	HAZ					T:27050	**New Loss Report**
2/14/2013	NT	HAZ					T:27050	Loan Status:Delinquent
2/14/2013	NT	HAZ					T:27050	Mortgage Due Date: 12/01/2012
2/14/2013	NT	HAZ					T:27050	Post Petition Due Date:
2/14/2013	NT	HAZ					T:27050	Loss:Wind-Hurricane
2/14/2013	NT	HAZ					T:27050	Approx Loss Date:10/29/2012
2/14/2013	NT	HAZ					T:27050	Estimated Loss Amount:90413.90
2/14/2013	NT	HAZ					T:27050	Catastrophe:390 Hurricane Sandy
2/14/2013	DM						T:14038	TT B2,SD RCVD A LTR STATING ACCT IS IN DEFAULT & A
2/14/2013	DM						T:14038	FAF IS INCLUDED.SD SET UP FB ON THE ACCT.ADV FB IS
2/14/2013	DM						T:14038	STILL ACTIVE.ADV CAN COMPLTE THE WOP ESP IF ACCT
2/14/2013	DM						T:14038	CANT BE R/I ONCE THE FB ENDED.INQ IF FB CAN BE
2/14/2013	DM						T:14038	EXTENDED.ADV TO CB ONCE FB IS
2/14/2013	DM						T:14038	ACTION/RESULT CD CHANGED FROM BRSS TO OAAI
2/14/2013	DM						T:14038	COMPLTED TO REQ IF FB CAN BE EXTENDED.SD RCVD
2/14/2013	DM						T:14038	CHECK FROM INSURANCE.INQ PROCESS.ADV XFER CALL TO
2/14/2013	DM						T:14038	INS.NELAC8412435
2/14/2013	DM						T:14038	ACTION/RESULT CD CHANGED FROM BRLM TO BRSS
2/15/2013	CIT	COL11					T:05023	004 DONE 02/15/13 BY TLR 05023
2/15/2013	CIT	COL11					T:05023	TSK TYP 428-DISASTER FORBEA
2/15/2013	CIT	COL11					T:05023	004 Closing CIT 428, opened CIT 586
2/15/2013	CIT	COL11					T:05023	005 Open CIT 586, Disaster Forbearance callback.
2/15/2013	CIT	COL11					T:05023	Possible forbearance extension.
2/15/2013	NT	LMT					T:26347	sent EPBO to Amy Brune-corelogic;
2/15/2013	NT	LMT					T:26347	VVWhite-corelogic & LG.
2/15/2013	NT	HAZ					T:27050	ICC/QBE/239797*User Notes*
2/15/2013	NT	HAZ					T:27050	BSellers re research ELRT 10080543 del 12/1/12
2/15/2013	NT	HAZ					T:27050	Counselor Code is not Balboa. Determine if we
2/15/2013	NT	HAZ					T:27050	should monitor this loss or not. Counselor Code
2/15/2013	NT	HAZ					T:27050	: XXX*Set cc to BAL, updated info, action
2/15/2013	NT	HAZ					T:27050	complete
2/15/2013	CIT	COL09					T:01857	004 New CIT 428 - info received for review.
2/15/2013	NT	HAZ					T:27050	ICC/QBE/239797 *Document Generated*
2/15/2013	NT	HAZ					T:27050	Document Number 10080586

2/15/2013	NT	H07 121-2620 mg 9	Doc 79607	07	Filed 02/22/14	Entered 02/22/14 10:18:16	Doc Claim Packet Request
2/18/2013	NT	AOMT	Doc 741030	30	Filed 02/21/14	Entered 02/21/14 10:18:16	Exhibit X Transmittal sent to vendor
2/19/2013	CIT	COL05				T:23353	005 DONE 02/19/13 BY TLR 23353
2/19/2013	CIT	COL05				T:23353	TSK TYP 586-FULFILLMENT CAL
2/19/2013	CIT	COL05				T:23353	005 close cit 586: left message for borrower to
2/19/2013	CIT	COL05				T:23353	call back 1-800-850-4622, if borrower calls
2/19/2013	CIT	COL05				T:23353	back please reference cit 586 and relay
2/19/2013	CIT	COL05				T:23353	message. ljackson23353
2/19/2013	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
2/21/2013	NT	FSV				T:13732	RECVD COPY OF BPO from AB/LH/MF, FWD TO o/s team
2/21/2013	NT	FSV				T:13732	to resubmit to fhlmc-vvwtx.
2/22/2013	NT	FSV				T:07044	Forwarded form 105 response to FCL. trh/ia
2/22/2013	NT	FSV				T:03695	Received response from Distressed- DL, If loss mit
2/22/2013	NT	FSV				T:03695	fails, please proceed with the normal foreclosure
2/22/2013	NT	FSV				T:03695	referral process based on the information
2/22/2013	NT	FSV				T:03695	provided. - Durga 3695.
2/25/2013	NT	BTTC				T:13264	Phone :732-462-6672
2/25/2013	NT	BTTC				T:13264	Time :any
2/25/2013	LMT						FINANCIAL INFORMATION COLLECTED FOR HMP
2/25/2013	LMT						LMT BORR FIN REC ADDED
2/25/2013	DM					T:13264	ACTION/RESULT CD CHANGED FROM BRSS TO NOTE
2/25/2013	NT	PARPK				T:13264	Financial Package Rcvd, imaged as -WOUT-. Package
2/25/2013	NT	PARPK				T:13264	sent for review. KSteimel 4673
2/25/2013	NT	FCL				T:02558	From: Stephanie Woods
2/25/2013	NT	FCL				T:02558	mailto:stephanie_woods@freddiemac.com On Behalf
2/25/2013	NT	FCL				T:02558	Of Distressed_Property Sent: Friday, February 22,
2/25/2013	NT	FCL				T:02558	2013 7:26 AM To: Yashodurga, Nara Cc: Brune, Amy;
2/25/2013	NT	FCL				T:02558	INDI-DL-HYD-TRX-OTS-FS-Outsourcing; Kincaid,
2/25/2013	NT	FCL				T:02558	Stephanie; Henderson, Terri - IA (First American);
2/25/2013	NT	FCL				T:02558	White, Vickey Subject: Re: Serv Loan # 685483862 -
2/25/2013	NT	FCL				T:02558	FHLMC Loan # 269024476 If loss mit fails, please
2/25/2013	NT	FCL				T:02558	proceed with the normal foreclosure referral
2/25/2013	NT	FCL				T:02558	process based on the information provided. Thank
2/25/2013	NT	FCL				T:02558	you Special Assets Unit Recovery & Preservation
2/25/2013	CIT	COL66				T:04852	006 new cit 815: vacant last oct 29 2012.
2/25/2013	CIT	COL66				T:04852	maintained by real state agent. a lot of
2/25/2013	CIT	COL66				T:04852	damage due to hurricane sandy ruth.l8413475
2/25/2013	DM					T:04852	TT B2 CI SD THT HE WONT BE ABLE TO MKE PMYT SD
2/25/2013	DM					T:04852	THT HE ALRDY THE LOAN MOD BT ADVSE HAVNT RECVE FRM
2/25/2013	DM					T:04852	HIM., ADVSE TO RESND THE DOCS ADVSE BREACH LTTR.

2/25/2013	DM	12-1-2013 mg 9	Doc 7410 30	0-7	Filed 03/21/14	Entered 03/22/14 16:18:15	FB END DATE RUTH L8412475
2/25/2013	DM						12-1-2013 mg 9 Doc 7410 30 0-7 Filed 03/21/14 Entered 03/22/14 16:18:15 Exhibit 7
2/25/2013	DM						Smith Servicing Note Pg 849 of 871 Pg 29 of 51
2/25/2013	DM					T:04852	LOSS MITIGATION DISCUSSED AND/OR FINANCIAL PACKAGE
2/25/2013	DM					T:04852	SENT. INBOUND CALL
2/25/2013	DM					T:04852	ACTION/RESULT CD CHANGED FROM NOTE TO OAAI
2/25/2013	DM					T:14527	CALL DROPPED....
2/25/2013	DM					T:14527	ACTION/RESULT CD CHANGED FROM OAAI TO NOTE
2/25/2013	DM					T:14527	INBOUND CALL
2/25/2013	DM					T:14527	ACTION/RESULT CD CHANGED FROM BRLM TO OAAI
2/25/2013	DM					T:20693	OB CALL TO 7327927300-NML; 732-462-6672-LMOM.
2/25/2013	DM					T:20693	BORR CALLED TO REQUEST EXTENSION OF FBR-MUST FAX A
2/25/2013	DM					T:20693	JUSTIFICAITON FOR EXTENSION-STATUS OF REPAIRS,
2/25/2013	DM					T:20693	ESTIMATED COMPLETION DATE, OR LOSS OF INCOME, ETC
2/25/2013	DM					T:20693	TO 866-507-8006. WILL CALL BACK IF ABLE TO RESET.
2/25/2013	DM					T:20693	BE SURE TO PUT LOAN # ON FAX.
2/25/2013	DM					T:20693	ACTION/RESULT CD CHANGED FROM NOTE TO BRLM
2/26/2013	CIT	COL11				T:05023	007 DONE 02/26/13 BY TLR 05023
2/26/2013	CIT	COL11				T:05023	TSK TYP 428-DISASTER FORBEA
2/26/2013	CIT	COL11				T:05023	007 Closing CIT 428 opened cit 586
2/26/2013	CIT	COL11				T:05023	008 Open CIT 586- Disaster forbearance callback,
2/26/2013	CIT	COL11				T:05023	home is not liveable, repairs need done, not
2/26/2013	CIT	COL11				T:05023	reviewing for mod at this time
2/26/2013	CIT	COL09				T:01857	007 New CIT 428 - info received for review.
2/27/2013	NT	HAZ				T:27053	ICC/QBE/239797 **Document Completed**
2/27/2013	NT	HAZ				T:27053	Document Number 10217856
2/27/2013	NT	HAZ				T:27053	Doc Homeowners Statement
2/27/2013	NT	HAZ				T:27051	ICC/QBE/239797*User Notes*
2/27/2013	NT	HAZ				T:27051	AWilson/RE/DR/TID#10217856 /FB PL 12.1.12 -
2/27/2013	NT	HAZ				T:27051	2-28.13//vld HOST OGC OR GC not marked c/o to
2/27/2013	NT	HAZ				T:27051	Edward Tobias 732.462.6672 advs to check OGC or
2/27/2013	NT	HAZ				T:27051	GC mb full cannot leave msg. signed action:
2/27/2013	NT	HAZ				T:27051	accept
2/27/2013	NT	HAZ				T:27051	ICC/QBE/239797 **Document Completed**
2/27/2013	NT	HAZ				T:27051	Document Number 10217854
2/27/2013	NT	HAZ				T:27051	Doc Insurance Check
2/27/2013	CIT	COL05				T:22307	008 DONE 02/27/13 BY TLR 22307
2/27/2013	CIT	COL05				T:22307	TSK TYP 586-FULFILLMENT CAL
2/27/2013	CIT	COL05				T:22307	008 Left message to have borrower call back 800#,
2/27/2013	CIT	COL05				T:22307	when borrower calls back please relay the
2/27/2013	CIT	COL05				T:22307	information from fulfillments notes on the

2/27/2013	CIT	COL05				T:22307	closed CIT 586.
2/27/2013	NT	LMT				T:02369	imaged as corr, pages 05 to 24. Ksteimel 4673.
2/27/2013	CIT	COL07				T:02369	009 New CIT 990 - Item forwarded to Correspondance
2/27/2013	CIT	COL07				T:02369	for Review, imaged as corr, pages 01 to 04.
2/27/2013	CIT	COL07				T:02369	Ksteimel 4673.
2/28/2013	NT	HAZ				T:27055	ICC/QBE/239797*User Notes*
2/28/2013	NT	HAZ				T:27055	PSchauf /DR/TID: 10218574---loan status:Current.
2/28/2013	NT	HAZ				T:27055	in FB plan until 2.28.13---VALID Ins Est; prop
2/28/2013	NT	HAZ				T:27055	Addr:93 WISCONSIN STREET, LONG BEACH NY
2/28/2013	NT	HAZ				T:27055	11561---/
2/28/2013	NT	HAZ				T:27051	ICC/QBE/239797*User Notes*
2/28/2013	NT	HAZ				T:27051	DOL 10.29.12---TOL
2/28/2013	NT	HAZ				T:27051	flood---RCV\$100503.32---DED\$2000.00---LOSS
2/28/2013	NT	HAZ				T:27051	AMT\$98503.32---Updated ELR props--- Accept and
2/28/2013	NT	HAZ				T:27051	Reprocess
2/28/2013	NT	HAZ				T:27051	ICC/QBE/239797 **Document Completed**
2/28/2013	NT	HAZ				T:27051	Document Number 10218574
2/28/2013	NT	HAZ				T:27051	Doc Insurance Estimate
2/28/2013	NT	HAZ				T:27051	ICC/QBE/239797 **Document Completed**
2/28/2013	NT	HAZ				T:27051	Document Number 10218576
2/28/2013	NT	HAZ				T:27051	Doc Homeowners Statement
2/28/2013	NT	HAZ				T:27053	ICC/QBE/239797 **Document Completed**
2/28/2013	NT	HAZ				T:27053	Document Number 10218575
2/28/2013	NT	HAZ				T:27053	Doc Insurance Letter
2/28/2013	NT	HAZ				T:27052	ICC/QBE/239797*User Notes*
2/28/2013	NT	HAZ				T:27052	M.NEUMANN.. RE/ DR/ TID 10218576/ FBPlanStart
2/28/2013	NT	HAZ				T:27052	12-01-2012End 02-28-2013 HSTGC INVALID Walls
2/28/2013	NT	HAZ				T:27052	Standing : Yes. Signed: Yes. * Cld out was
2/28/2013	NT	HAZ				T:27052	made yesterday to brw. Advised pnd valid HST
2/28/2013	NT	HAZ				T:27052	marking ogc or gc. Action Accept
2/28/2013	NT	HAZ				T:27051	ICC/QBE/239797*User Notes*
2/28/2013	NT	HAZ				T:27051	AWilson/RE/DR/TID#10218575 /FB PL Curr 12.1.12 -
2/28/2013	NT	HAZ				T:27051	2.28.13/Ins Ltr-rcvd from FEMA regarding:proof
2/28/2013	NT	HAZ				T:27051	of loss: Action accept and reprocess
2/28/2013	NT	HAZ				T:27051	ICC/QBE/239797 **Document Completed**
2/28/2013	NT	HAZ				T:27051	Document Number 10218577
2/28/2013	NT	HAZ				T:27051	Doc Outgoing Correspondence from System
2/28/2013	NT	HAZ				T:27050	ICC/QBE/239797*User Notes*
2/28/2013	NT	HAZ				T:27050	IPittman /RE/DR/TID#10218577/loan fb plan (start

2/28/2013	NT	HAZ	12-1-2013	Doc 79107	Filed 03/22/14	T:27050	12/01/12 end 02/28/13 add:12/01/12: outgoing
2/28/2013	NT	HAZ	12-1-2013	Doc 741030	Filed 03/21/14	T:27050	12/01/12 end 02/28/13 add:12/01/12: outgoing
2/28/2013	NT	HAZ			Smith Servicing Note	T:27050	correspondence fr system--rcvd copy of fidelity
3/1/2013	ARC						ins ck iao \$90,413.90: accept and reprocess
3/1/2013	NT	EMAIL				T:01503	AUTO RESET STOP CODE 2 = 1
3/1/2013	NT	EMAIL				T:01503	email rcvd from b2 stated "see attached" &
3/1/2013	NT	EMAIL				T:01503	included attachment called "insurance check
3/1/2013	NT	EMAIL				T:01503	submission". adv b2 we're unable 2 view the
3/1/2013	NT	EMAIL				T:01503	attachment due to an error. adv if has a ? reg an
3/1/2013	NT	EMAIL				T:01503	ins claim check, nds to call ins dpt & gv ins
3/1/2013	NT	EMAIL				T:01503	claims dpt ph#. adv if has a diffrent ? reg acct,
3/1/2013	NT	EMAIL				T:01503	reply back via email with that specific question &
3/1/2013	NT	EMAIL				T:01503	we can be of assistance. kana case# 4992535
3/1/2013	NT	EMAIL				T:01503	annw5830
3/1/2013	NT	HAZ				T:27050	ICC/QBE/239797*User Notes*
3/1/2013	NT	HAZ				T:27050	ITapia/ Loss Drafts Rep*****QA
3/1/2013	NT	HAZ				T:27050	COMPLETE***** FREDDIE MAC Investor
3/1/2013	NT	HAZ				T:27050	Notification Sent
3/1/2013	NT	HAZ				T:27051	ICC/QBE/ELR Tracking No 239797
3/1/2013	NT	HAZ				T:27051	**Letter Sent Special Delivery**
3/1/2013	NT	HAZ				T:27051	Doc Type:Freddie First Investor Notification
3/1/2013	NT	HAZ				T:27051	Sent Via: Other 0
3/1/2013	NT	HAZ				T:27050	ICC/QBE/239797*User Notes*
3/1/2013	NT	HAZ				T:27050	KHunt/RE/Chk Queue/ICLK TID10217854/Forwarded
3/1/2013	NT	HAZ				T:27050	from Deposit Queue by the
3/1/2013	NT	HAZ				T:27050	Operator/Delinq/12-1-12/Received ins chk IAO:
3/1/2013	NT	HAZ				T:27050	\$90413.90 - CHK#0788013/miss endo; ***
3/1/2013	NT	HAZ				T:27051	ICC/QBE/239797*User Notes*
3/1/2013	NT	HAZ				T:27051	****borr signed for both - will f/u during bus
3/1/2013	NT	HAZ				T:27051	hrs to advse chk return for Suzanne endo/Action:
3/1/2013	NT	HAZ				T:27051	RTS
3/1/2013	PPT						mtr
3/1/2013	PPT						TASK:0002-FSV-CHANGD FUPDT 03/29/13
3/1/2013	PPT						PURSUE PROP PRES (1) COMPLETED 03/01/13
3/1/2013	CIT	COL40				T:14855	006 DONE 03/01/13 BY TLR 14855
3/1/2013	CIT	COL40				T:14855	TSK TYP 815-PROP PRES RESEA
3/1/2013	CIT	COL40				T:14855	006 Closing cit 815: vacant last oct 29 2012.
3/1/2013	CIT	COL40				T:14855	maintained by real state agent. a lot of
3/1/2013	CIT	COL40				T:14855	damage due to hurricane sandy, Prop is being
3/1/2013	CIT	COL40				T:14855	mtd & Forberance Plan. RAVI 14855.
3/4/2013	DM					T:00000	EARLY IND: SCORE 274 MODEL EI90C

3/4/2013	NT	12-1-2012 DM mg 9 Doc 79610-30	Doc 79610-30	File 03/22/14	Entered 03/22/14 16:18:16	Exhibit X
3/4/2013	NT	DM		Smith Servicing Note	7-12815 AX 2/25/2013	
3/4/2013	NT	HAZ			T:27050	ICC/QBE/239797*User Notes*
3/4/2013	NT	HAZ			T:27050	KHunt/RE/Chk Queue/ICLK TID10217854/Forwarded
3/4/2013	NT	HAZ			T:27050	from Deposit Queue by the
3/4/2013	NT	HAZ			T:27050	Operator/Delinq/12-1-12/Received ins chk IAO:
3/4/2013	NT	HAZ			T:27050	\$90413.90 - CHK#0788013/miss endo; mngment
3/4/2013	NT	HAZ			T:27050	reviewing endos/Action: defer **chk on hold**
3/4/2013	NT	HAZ			T:27050	ICC/QBE/239797 *Document Generated*
3/4/2013	NT	HAZ			T:27050	Document Number 10244661
3/4/2013	NT	HAZ			T:27050	Doc Freddie First Investor Notification
3/5/2013	NT	HAZ			T:27051	ICC/QBE/239797 **Document Completed**
3/5/2013	NT	HAZ			T:27051	Document Number 10217854
3/5/2013	NT	HAZ			T:27051	Doc Insurance Check
3/5/2013	NT	HAZ			T:27052	ICC/QBE/ELR Tracking No 239797
3/5/2013	NT	HAZ			T:27052	**Ins Check Returned to Borrower**
3/5/2013	NT	HAZ			T:27052	Ins Check IAO : \$ 90413.90
3/5/2013	NT	HAZ			T:27052	Sent Via: Fedex 7948-9878-9913
3/5/2013	NT	HAZ			T:27051	ICC/QBE/239797*User Notes*
3/5/2013	NT	HAZ			T:27051	BWalkner/ Senior Loss Drafts Rep***QA
3/5/2013	NT	HAZ			T:27051	COMPLETE****QA OF: UNENDORSED CHECK IAO
3/5/2013	NT	HAZ			T:27051	\$90413.90ISSUES: RTN TO BORR FOR PROP
3/5/2013	NT	HAZ			T:27051	ENDRSMTMAILED VIA: fedexADDRESS:75 princeton
3/5/2013	NT	HAZ			T:27051	oval freehold, nj 07728trk#7948-9878-9913
3/5/2013	NT	HAZ			T:27052	ICC/QBE/239797*User Notes*
3/5/2013	NT	HAZ			T:27052	KHunt/RE/Chk Queue/ICLK TID10217854/Task
3/5/2013	NT	HAZ			T:27052	forwarded from Return to Sender Queue
3/5/2013	NT	HAZ			T:27052	Supervisor/Delinq/12-1-12/Received ins chk IAO:
3/5/2013	NT	HAZ			T:27052	\$90413.90 -***
3/5/2013	NT	HAZ			T:27053	ICC/QBE/239797*User Notes*
3/5/2013	NT	HAZ			T:27053	*** CHK#0788013/miss endo; clded H/O
3/5/2013	NT	HAZ			T:27053	@732-462-6672 LVM advsng 2 endos on bck of chk
3/5/2013	NT	HAZ			T:27053	are same person - need Suzanne Koeglers
3/5/2013	NT	HAZ			T:27053	endo/Action: RTS
3/5/2013	NT	HAZ			T:27050	ICC/QBE/239797*User Notes*
3/5/2013	NT	HAZ			T:27050	KHunt/RE/Chk Queue/ICLK TID10217854/Task
3/5/2013	NT	HAZ			T:27050	forwarded from Return to Sender Queue
3/5/2013	NT	HAZ			T:27050	Supervisor/Delinq/12-1-12/Received ins chk IAO:
3/5/2013	NT	HAZ			T:27050	\$90413.90 - CHK#0788013/miss endo; sup request
3/5/2013	NT	HAZ			T:27050	to hold funds - fwding f/u email/Action: defer

3/5/2013	NT	HAZ	12-1-12-Dup	07	1	T:27050	**shken hold**
3/5/2013	NT	HAZ	12-1-12-Dup	07	1	T:27050	ICC/QBE/239797 **Document Completed**
3/5/2013	NT	HAZ				T:27050	Document Number 10218578
3/5/2013	NT	HAZ				T:27050	Doc Legal Correspondence
3/5/2013	NT	HAZ				T:27051	ICC/QBE/239797*User Notes*
3/5/2013	NT	HAZ				T:27051	ADorney-RE-Research-IDOC TID10218578-1.Legal
3/5/2013	NT	HAZ				T:27051	Correspondence has been Received. Please Review
3/5/2013	NT	HAZ				T:27051	Document-Delq, 12-1-12-Dup rqst as TID 10217855,
3/5/2013	NT	HAZ				T:27051	Response letter prev mailed. Action: Accept
3/5/2013	NT	HAZ				T:27052	ICC/QBE/239797 **Document Completed**
3/5/2013	NT	HAZ				T:27052	Document Number 10217855
3/5/2013	NT	HAZ				T:27052	Doc Legal Correspondence
3/5/2013	NT	HAZ				T:27051	ICC/QBE/239797*User Notes*
3/5/2013	NT	HAZ				T:27051	ADorney-RE-Research-IDOC TID10217855-1.Legal
3/5/2013	NT	HAZ				T:27051	Correspondence has been Received. Please Review
3/5/2013	NT	HAZ				T:27051	Document-Delq, 12-1-12-Rqst from atny, (no
3/5/2013	NT	HAZ				T:27051	auth), to deposit check and add to mortgage
3/5/2013	NT	HAZ				T:27051	payments. Called brwr @732-462-6672,
3/5/2013	NT	HAZ				T:27052	ICC/QBE/239797*User Notes*
3/5/2013	NT	HAZ				T:27052	ADorney-Cont'd- lvm advsing can not apply funds
3/5/2013	NT	HAZ				T:27052	to mort payment. advs'd of docs needed. left cs
3/5/2013	NT	HAZ				T:27052	and elr#. RLM. Action: accept
3/5/2013	NT	DIS				T:16295	FEMA moratorium has expired.
3/5/2013	NT	DIS				T:16295	Disaster coding being removed.
3/6/2013	FSV		0	00	1	T:00000	INSP TYPE D ORDERED; REQ CD =AUTO DELQ
3/6/2013	NT	INQ30				T:01504	Issued Correspondence Acknowledgement
3/6/2013	NT	INQ30				T:01504	Letter.
3/6/2013	OL		0	21	2		WDOYCorr recvd-response pending1
3/6/2013	CIT	INQ30				T:01349	009 DONE 03/06/13 BY TLR 01349
3/6/2013	CIT	INQ30				T:01349	TSK TYP 109-CC COR TRACKING
3/6/2013	CIT	INQ30				T:01349	009 cont.. for 3/1/13 to 5/1/13. There are no late
3/6/2013	CIT	INQ30				T:01349	fees or negative credit reporting during
3/6/2013	CIT	INQ30				T:01349	forbearance. You can pay any amount at any
3/6/2013	CIT	INQ30				T:01349	time, as long as the account is current by May
3/6/2013	CIT	INQ30				T:01349	31, 2013. Payments are not forgiven, they
3/6/2013	CIT	INQ30				T:01349	are deferred, so any unpaid amount is due at
3/6/2013	CIT	INQ30				T:01349	the end of the forbearance period. sent
3/6/2013	CIT	INQ30				T:01349	corres/response to be imaged. lisah/7658
3/6/2013	CIT	INQ30				T:01349	009 cont.. for 3/1/13 to 5/1/13. There are no late
3/6/2013	CIT	INQ30				T:01349	fees or negative credit reporting during

3/6/2013	CIT	INQ30				T:01349	forbearance. You can pay any amount at any
3/6/2013	CIT	INQ30				T:01349	time, as long as the account is current by May
3/6/2013	CIT	INQ30				T:01349	31, 2013. Payments are not forgiven, they
3/6/2013	CIT	INQ30				T:01349	are deferred, so any unpaid amount is due at
3/6/2013	CIT	INQ30				T:01349	the end of the forbearance period. sent
3/6/2013	CIT	INQ30				T:01349	corres/response to be imaged. lisah/7658
3/6/2013	CIT	INQ30				T:01349	009 closing cit 109 - b2 upst as we wld not extnd
3/6/2013	CIT	INQ30				T:01349	disaster frbrnc and snt ins check to cover
3/6/2013	CIT	INQ30				T:01349	mnthly pymts. advsed on 3/5/13, the ins claims
3/6/2013	CIT	INQ30				T:01349	chck of \$90,413.90 was returned to the above
3/6/2013	CIT	INQ30				T:01349	mting address for proper endrsmnt. It reqrs
3/6/2013	CIT	INQ30				T:01349	B1's endrsmnt. Pls have B1 endorse and return
3/6/2013	CIT	INQ30				T:01349	as instructed. And the disaster forbearance
3/6/2013	CIT	INQ30				T:01349	has been has been extended with payments of \$0
3/6/2013	DM					T:02657	OB CALLED 732-462-6672, LEFT A VOICE MESSAGE FOR A
3/6/2013	DM					T:02657	CALLBACK; IF BORRS VALL BACK, PLEASE ADVISE OF
3/6/2013	DM					T:02657	DDSG NOTE
3/6/2013	DM					T:02657	ACTION/RESULT CD CHANGED FROM NOTE TO BRLM
3/6/2013	NT	DDSG				T:02657	Please advise bwrs that an extension of the dis
3/6/2013	NT	DDSG				T:02657	fbr has been set up with w/pmts of \$0.00 for
3/6/2013	NT	DDSG				T:02657	03/01/13-05/01/13. No l/f or neg cred reporting
3/6/2013	NT	DDSG				T:02657	during fbr. Borr can pay any amt at any time, so
3/6/2013	NT	DDSG				T:02657	long as the account is current by 05/31/13.
3/6/2013	NT	DDSG				T:02657	However, pmts are not forgiven/deferred, so any
3/6/2013	NT	DDSG				T:02657	unpd amt is due at the end of fbr. Will send copy
3/6/2013	NT	DDSG				T:02657	of fbr and f/u w/borr monthly to assess borrower's
3/6/2013	NT	DDSG				T:02657	situation.
3/6/2013	OL		0	07	5		WDOYLM - NATURAL DISASTER FORBEARANCE
3/6/2013	NT	STOP				T:02657	LMT 2-1: Disaster Forbearance Referral approved.
3/6/2013	NT	STOP				T:02657	Customer not required to send in payments.
3/6/2013	NT	STOP				T:02657	Payments of \$0.00 to be made on 03/01/13-05/01/13.
3/6/2013	NT	STOP				T:02657	Please DO NOT return any funds during the Disaster
3/6/2013	NT	STOP				T:02657	FB Plan months and apply any funds to 3N. If funds
3/6/2013	NT	STOP				T:02657	in 3N equal a full payment, CASH should apply the
3/6/2013	NT	STOP				T:02657	payment, minus late charges. Do not send CIT 840,
3/6/2013	NT	STOP				T:02657	thanks.
3/6/2013	DM					T:02657	BREACH HOLD PLACED-EXPIRATION DATE 06/01/13
3/6/2013	DM					T:02657	LATE CHARGE FREEZE UPDATE 11/01/12 06/01/13 C
3/6/2013	NT	HAZ				T:27050	ICC/QBE/239797 *Document Generated*
3/6/2013	NT	HAZ				T:27050	Document Number 10277712

3/6/2013	NT	HAZ	1212020 mg	Doc 70607	Filed 03/22/14	Entered 03/22/14 10:18:16	Doc Return to Sender Unendorsed
3/7/2013	NT	HAZ	1212020 mg	Doc 741030	Filed 03/21/14	7:27053	ICC/QBE/239797 **Document Completed**
3/7/2013	NT	HAZ			Smith Servicing Note	T:27053	Document Number 10290679
3/7/2013	NT	HAZ				T:27053	Doc Outgoing Correspondence from System
3/7/2013	NT	HAZ				T:27054	ICC/QBE/239797*User Notes*
3/7/2013	NT	HAZ				T:27054	PCallahan/re/dr/fb plan ends 05/31/2013/ tid
3/7/2013	NT	HAZ				T:27054	10290679/ copy outgoing doc request / ck
3/7/2013	NT	HAZ				T:27054	returned to borr for endorsement/ action: accept
3/7/2013	NT	HAZ				T:27054	amp; reprocess.
3/8/2013	NT	F96				T:25101	"Assignment Verification Report. Invoice
3/8/2013	NT	F96				T:25101	#253204-8242315, dated 02/28/13, total \$62."
3/9/2013	NT	DODV				T:25101	Per DOD website check 2013-03-03 secondary
3/9/2013	NT	DODV				T:25101	borrower EDWARD TOBIAS is not active duty. Copy
3/9/2013	NT	DODV				T:25101	of DOD website is imaged in Looking Glass.
3/9/2013	NT	DODV				T:25101	Per DOD website check 2013-03-03 primary borrower
3/9/2013	NT	DODV				T:25101	SUZANNE KOEGLER is not active duty. Copy of DOD
3/9/2013	NT	DODV				T:25101	website is imaged in Looking Glass.
3/12/2013	FSV		0	00	1	T:00000	INSP TP D RESULTS RCVD; ORD DT=03/06/13
3/12/2013	NT	HAZ				T:27050	ICC/QBE/239797*User Notes*
3/12/2013	NT	HAZ				T:27050	R.Flores/RE/LRT Sent investor notfication to
3/12/2013	NT	HAZ				T:27050	Freddie Mac.
3/13/2013	PPT						MTR
3/13/2013	PPT						TASK:0002-FSV-CHANGD FUPDT 04/10/13
3/13/2013	NT	FSV				T:18621	Received on FTV Report , Acct in COL, Rep @ Prop.
3/13/2013	NT	FSV				T:18621	03/08/2013 , Found Vacant/Locked, Forbearance
3/13/2013	NT	FSV				T:18621	Plan,***Will Monitor***-JANGA-18621
3/18/2013	CBR		0	00	1	T:00000	CR BUR RPT STATUS=N;EXPIRE DT = 06/14/13
3/18/2013	CBR		0	00	1	T:00000	MANUAL REQUEST: CBR SPECIAL COMMENT = AW
3/18/2013	CBR		0	00	1	T:00000	DELINQUENT: 90 DAYS
3/19/2013	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
3/20/2013	NT	HAZ				T:27050	ICC/QBE/239797*User Notes*
3/20/2013	NT	HAZ				T:27050	BR Follow Up: *Last Activity Check Returned to
3/20/2013	NT	HAZ				T:27050	Borrower* Loan: F/B Plan Sor RE Bal: \$0.00
3/20/2013	NT	HAZ				T:27050	CId: 732-462-6672 Sent Ltr: Yes Next: 1/3
3/20/2013	NT	HAZ				T:27050	W/P: End Chk
3/20/2013	NT	HAZ				T:27050	amp; H/o Stmnt. Left detailed
3/20/2013	NT	HAZ				T:27050	v/m. Action: Print Ltr
3/21/2013	NT	HAZ				T:27050	ICC/QBE/239797 *Document Generated*
3/21/2013	NT	HAZ				T:27050	Document Number 10431720
3/21/2013	NT	HAZ				T:27050	Doc Outstanding Docs

3/25/2013	NT	OTH10				T:20155	Assigned from MERS for Default or Bankruptcy.
3/25/2013	NT	OTH10				T:20155	Deactivated in Mers Online and the MERS coding
3/25/2013	NT	OTH10				T:20155	has been removed from LoanServ.
3/25/2013	NT	AOME				T:15908	Executed assignment sent to county.
3/27/2013	NT	CSH				T:25101	"IndeComm Process - Not recoverable from borrower
3/27/2013	NT	CSH				T:25101	or investor. Invoice #78429771, dated 03/21/13,
3/27/2013	NT	CSH				T:25101	recording fee \$200, service fee \$28, total \$228."
4/1/2013	NT	DM				T:22815	FHLMC EDR 03/29/13- 9 11/28/2012
4/2/2013	DM					T:00000	EARLY IND: SCORE 185 MODEL EI90C
4/2/2013	PPT						Working on Grass List 2013, Acc in
4/2/2013	PPT						COLL Forbearance Plan, monitor for
4/2/2013	PPT						next inspect,Rao
4/2/2013	PPT						TASK:0002-FSV-CHANGD FUPDT 04/30/13
4/2/2013	NT	GCS				T:14853	Working on Grass List 2013, Acc in COLL
4/2/2013	NT	GCS				T:14853	Forbearance Plan, monitor for next inspect,Rao
4/2/2013	NT	FSV				T:14853	Working on Grass List 2013, Acc in COLL
4/2/2013	NT	FSV				T:14853	Forbearance Plan, monitor for next inspect,Rao
4/5/2013	FSV		0	00	1	T:00000	INSP TYPE D ORDERED; REQ CD =AUTO DELQ
4/6/2013	NT	FSV				T:19245	Working on Grass list 2013, Acc in Coll,
4/6/2013	NT	FSV				T:19245	FORBEARANCE PLAN, mtr for results. Soniya 19245.
4/6/2013	NT	FSV				T:19245	Please ignore the previous comment
4/6/2013	NT	FSV				T:19245	Working on Grass list 2013, Acc in Fcl,
4/6/2013	NT	FSV				T:19245	FORBEARANCE PLAN, mtr for results. Soniya 19245.
4/6/2013	PPT						mtr
4/6/2013	PPT						TASK:0002-FSV-CHANGD FUPDT 05/03/13
4/11/2013	CBR		0	00	1	T:00000	CR BUR RPT STATUS=N;EXPIRE DT = 06/14/13
4/11/2013	CBR		0	00	1	T:00000	MANUAL REQUEST: CBR SPECIAL COMMENT = AW
4/11/2013	CBR		0	00	1	T:00000	DELINQUENT: 120 DAYS
4/11/2013	FSV		0	00	1	T:00000	INSP TP D RESULTS RCVD; ORD DT=04/05/13
4/12/2013	NT	HAZ				T:27050	ICC/QBE/239797*User Notes*
4/12/2013	NT	HAZ				T:27050	BR FOLLOW-UP: A Letter was mailed Follow Up with
4/12/2013	NT	HAZ				T:27050	BorrowerLOAN STATUS: currentSOR RE BAL: 0.00CLD
4/12/2013	NT	HAZ				T:27050	BRW @ 732-462-6672, lft vm msg advd
4/12/2013	NT	HAZ				T:27052	ICC/QBE/239797*User Notes*
4/12/2013	NT	HAZ				T:27052	pending docs. updated sp for status of chkSENT
4/12/2013	NT	HAZ				T:27052	STATUS LETTER: yesEST COMP DATE: UnknownNEXT
4/12/2013	NT	HAZ				T:27052	STEP: 1st drawW/P: end chk, h/o stmntACTION:
4/12/2013	NT	HAZ				T:27052	Print Letter
4/15/2013	NT	HAZ				T:27050	ICC/QBE/239797 *Document Generated*
4/15/2013	NT	HAZ				T:27050	Document Number 10691394

4/15/2013	NT	HAZ	Doc 70607	DT	8	T:27050	Doc Outstanding Docs
4/16/2013	DM	12-12020 mg 9	Doc 7410 30	Filed 03/21/14	Entered 03/21/14	7:12657	OBG TO 732-462-6672, LMOM; F/U ON DFBP,
4/16/2013	DM			Smith Servicing Note	PG 85 of 87	7:12657	of 51
4/16/2013	DM					T:02657	PMTS R NOT BEING DEF/FORGIVEN. NO L/C OR NEGATIVE
4/16/2013	DM					T:02657	CREDIT REPORTING. CUST RESP TO RI ONCE DFBP OVER,
4/16/2013	DM					T:02657	IF UNABLE TO RI, MAY APPLY FOR MOD/REPAY BUT NOT
4/16/2013	DM					T:02657	GUARANTEED. PLZ DON'T SUBMIT A WOUT WHILE DFBP IS
4/16/2013	DM					T:02657	STILL ACTIVE, IT WILL CAUSE DFBP TO CANCEL.
4/16/2013	DM					T:02657	ACTION/RESULT CD CHANGED FROM BRLM TO BRLM
4/19/2013	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
4/29/2013	NT	HAZ				T:27051	ICC/QBE/239797 **Document Completed**
4/29/2013	NT	HAZ				T:27051	Document Number 10885036
4/29/2013	NT	HAZ				T:27051	Doc Insurance Estimate
4/29/2013	NT	HAZ				T:27050	ICC/QBE/239797*User Notes*
4/29/2013	NT	HAZ				T:27050	BWebster/RE/DR/TID#10885036;Forbearance;12/1/12;
4/29/2013	NT	HAZ				T:27050	nsEstimate-Fidelity. AddrMatch Yes. TOL Water.
4/29/2013	NT	HAZ				T:27050	Loss \$98,503.32. DOL 10/29/12. Ded \$2,000.00.
4/29/2013	NT	HAZ				T:27050	RCV \$100,503.32. valid but approved 02/28/2013
4/29/2013	NT	HAZ				T:27050	09:39:10 PS / Action: Accept
4/29/2013	NT	HAZ				T:27051	ICC/QBE/239797 **Document Completed**
4/29/2013	NT	HAZ				T:27051	Document Number 10881032
4/29/2013	NT	HAZ				T:27051	Doc Insurance Check
4/29/2013	NT	HAZ				T:27051	ICC/QBE/239797*User Notes*
4/29/2013	NT	HAZ				T:27051	JSepulveda/RE/Check Q/ICLK TID10881032/Insurance
4/29/2013	NT	HAZ				T:27051	Check Date is Stale/Forbearance Plan Start
4/29/2013	NT	HAZ				T:27051	3/1/13-5/31/13 Rcvd Ins Ck IAO \$90413.90 (Endo)
4/29/2013	NT	HAZ				T:27051	ck#0788013, Rules state the ck is stale dated,
4/29/2013	NT	HAZ				T:27051	reviewed ck it is not **
4/29/2013	NT	HAZ				T:27050	ICC/QBE/239797*User Notes*
4/29/2013	NT	HAZ				T:27050	**stale, Chk valid for 180 days, monitoring
4/29/2013	NT	HAZ				T:27050	repairs. Action: Deposit
4/29/2013	NT	HAZ				T:27050	ICC/QBE/239797 **Document Completed**
4/29/2013	NT	HAZ				T:27050	Document Number 10881044
4/29/2013	NT	HAZ				T:27050	Doc Authorized Third Party
4/29/2013	NT	HAZ				T:27050	ICC/QBE/239797*User Notes*
4/29/2013	NT	HAZ				T:27050	BWebster/RE/DR/TID#10881044;Forbear;12/1/12;
4/29/2013	NT	HAZ				T:27050	ThirdPartyAuth Third party is blank. HO
4/29/2013	NT	HAZ				T:27050	contacted by rep 04/29/2013 14:35:38 EM .
4/29/2013	NT	HAZ				T:27050	AddMatch Yes. H/O Signature Yes. Flag. /Action:
4/29/2013	NT	HAZ				T:27050	Accept
4/29/2013	NT	HAZ				T:27050	ICC/QBE/239797 **Document Completed**

4/29/2013	NT	HAZ	Doc 79607	Filed 03/22/14	Entered 03/22/14 10:16:16	Document Number 10881046
4/29/2013	NT	HAZ	Doc 741030	Filed 03/22/14	Entered 03/22/14 10:16:16	Doc Authorized Third Party
4/29/2013	NT	HAZ				Smith Servicing Note
4/29/2013	NT	HAZ				T:27050 ICC/QBE/239797*User Notes*
4/29/2013	NT	HAZ				T:27050 3PAEMOORE/LD/DR/TID10881046/fb/5.31.133rd party
4/29/2013	NT	HAZ				T:27050 auth for/ na Signed by all bwr: yes Flag File:
4/29/2013	NT	HAZ				T:27050 no
4/29/2013	NT	HAZ				T:27051 ICC/QBE/239797*User Notes*
4/29/2013	NT	HAZ				T:27051 Action: Accept, needs name of company and/or
4/29/2013	NT	HAZ				T:27051 specific entity that has auth to spk on the
4/29/2013	NT	HAZ				T:27051 file c/o to bwr @ 732-462-6672, lvm for 3pa
4/29/2013	NT	HAZ				T:27051 guidelines
4/29/2013	NT	HAZ				T:27050 ICC/QBE/239797 **Document Completed**
4/29/2013	NT	HAZ				T:27050 Document Number 10881040
4/29/2013	NT	HAZ				T:27050 Doc Outgoing Correspondence from System
4/29/2013	NT	HAZ				T:27052 ICC/QBE/239797 **Document Completed**
4/29/2013	NT	HAZ				T:27052 Document Number 10881037
4/29/2013	NT	HAZ				T:27052 Doc Outgoing Correspondence from System
4/29/2013	NT	HAZ				T:27053 ICC/QBE/239797 **Document Completed**
4/29/2013	NT	HAZ				T:27053 Document Number 10881043
4/29/2013	NT	HAZ				T:27053 Doc Insurance Letter
4/29/2013	NT	HAZ				T:27052 ICC/QBE/239797*User Notes*
4/29/2013	NT	HAZ				T:27052 ICC/QBE /CBennett/re-D/R task id 10881037 f/b
4/29/2013	NT	HAZ				T:27052 plan 03/01/2013 -- 05/31/2013 doc type
4/29/2013	NT	HAZ				T:27052 outgoing corr, realtor .com info .action accept
4/29/2013	NT	HAZ				T:27052 and reprocess.
4/29/2013	NT	HAZ				T:27050 ICC/QBE/239797*User Notes*
4/29/2013	NT	HAZ				T:27050 MBishop/RE/DR//FB Plan Delq
4/29/2013	NT	HAZ				T:27050 12.01.2012/TID10881043// Ins Ltr-rcvd from
4/29/2013	NT	HAZ				T:27050 (Fidelity Ins.) regarding:Notice of Uncashed
4/29/2013	NT	HAZ				T:27050 Check//states issue with claim, supplemental
4/29/2013	NT	HAZ				T:27050 claim is pendind, settlement disputed// Action
4/29/2013	NT	HAZ				T:27050 accept and reprocess
4/29/2013	NT	HAZ				T:27050 ICC/QBE/239797*User Notes*
4/29/2013	NT	HAZ				T:27050 QBE/ARandolph/DR/RE/TID: 10881040/Loan Status:
4/29/2013	NT	HAZ				T:27050 Forbearance Plan /Due Date: 12/01/12/ Outgoing
4/29/2013	NT	HAZ				T:27050 Correspondence Listing of Post Sandy Homes Sales
4/29/2013	NT	HAZ				T:27050 for Long Beach, NY Action: Accept and Reprocess
4/29/2013	NT	HAZ				T:27050 ICC/QBE/239797*User Notes*
4/29/2013	NT	HAZ				T:27050 GBracamonte /DR/RE/TID:10881036/Loan
4/29/2013	NT	HAZ				T:27050 Status:Forbearance Plan Start 03-01-2013End

4/29/2013	NT	HAZ	Doc 79607	File 12/22/14	Entered 05/31/2013	Outgoing Correspondence copy of
4/29/2013	NT	HAZ	Doc 741030	File 03/21/14	Entered 03/21/14 16:18:15	Exhibit X
4/29/2013	NT	HAZ				check, \$90413.90 Action Accept and Reprocess
4/29/2013	NT	HAZ				Smith Servicing Note
4/29/2013	NT	HAZ				T:27050 ICC/QBE/239797 **Document Completed**
4/29/2013	NT	HAZ				T:27050 Document Number 10881036
4/29/2013	NT	HAZ				T:27050 Doc Outgoing Correspondence from System
4/29/2013	NT	HAZ				T:27050 ICC/QBE/239797 **Document Completed**
4/29/2013	NT	HAZ				T:27050 Document Number 10881038
4/29/2013	NT	HAZ				T:27050 Doc Work Contract
4/29/2013	NT	HAZ				T:27051 ICC/QBE/239797*User Notes*
4/29/2013	NT	HAZ				T:27051 Placy /RE/DR/TID10881038fp 12/1/12 Invld documen
4/29/2013	NT	HAZ				T:27051 type Invdl Reason:not signed Contacted Brw
4/29/2013	NT	HAZ				T:27051 #732-462-6672 4 times rang busy each time this
4/29/2013	NT	HAZ				T:27051 is also a fax nbr for his office : advised
4/29/2013	NT	HAZ				T:27051 action: accept
4/29/2013	NT	HAZ				T:27050 ICC/QBE/239797*User Notes*
4/29/2013	NT	HAZ				T:27050 ICC/QBE /CBennett/re-D/R task id 10881034
4/29/2013	NT	HAZ				T:27050 f/b 03/01/2013--05/31/2013 doc type ins ltr
4/29/2013	NT	HAZ				T:27050 proof of loss action send to sup to review.
4/29/2013	NT	HAZ				T:27050 ICC/QBE/239797 **Document Completed**
4/29/2013	NT	HAZ				T:27050 Document Number 10881035
4/29/2013	NT	HAZ				T:27050 Doc Homeowners Statement
4/30/2013	NT	HAZ				T:27051 ICC/QBE/239797*User Notes*
4/30/2013	NT	HAZ				T:27051 TRucker /RE /Payee Header/ - Payee header not
4/30/2013	NT	HAZ				T:27051 required, CLM CK RECVD \$90,413.90 Addnt payee on
4/30/2013	NT	HAZ				T:27051 ck: NO Action: send to sup to close task
4/30/2013	NT	HAZ				T:27050 ICC/QBE/ELR Tracking No 239797
4/30/2013	NT	HAZ				T:27050 **Deposit Submitted**
4/30/2013	NT	HAZ				T:27050 Doc Type:Insurance Check
4/30/2013	NT	HAZ				T:27050 Deposit Amt:\$ 90413.90
5/1/2013	NT	HAZ				T:27050 ICC/QBE/239797*User Notes*
5/1/2013	NT	HAZ				T:27050 Borr F/U/Insurance CallsIns Co:Fidelity Insuranc
5/1/2013	NT	HAZ				T:27050 Claim #31770089689007 Item pndng recvd.
5/1/2013	NT	HAZ				T:27051 ICC/QBE/239797 **Document Completed**
5/1/2013	NT	HAZ				T:27051 Document Number 10881052
5/1/2013	NT	HAZ				T:27051 Doc Correspondence
5/1/2013	NT	HAZ				T:27050 ICC/QBE/239797*User Notes*
5/1/2013	NT	HAZ				T:27050 Thatton/ RE/ Research / IDOC/10881052
5/1/2013	NT	HAZ				T:27050 Forebearance Plan/ start 03/01/2013 end
5/1/2013	NT	HAZ				T:27050 05/31/2013/ correp recd/ /copy of taxes 1040
5/1/2013	NT	HAZ				T:27050 2011/ no request made/no response needed/action

5/1/2013	NT	HAZ	Doc 79607	Filed 03/22/14	Entered 03/22/14 16:38:15	Exhibit 7
5/1/2013	NT	HAZ	Doc 741030	Filed 03/21/14	Entered 03/21/14 16:38:15	Exhibit 7
5/1/2013	NT	HAZ				Smith Servicing Note Pg 860 of 874 Pg 40 of 51
5/1/2013	NT	HAZ			T:27052	Document Number 10881050
5/1/2013	NT	HAZ			T:27052	Doc Correspondence
5/1/2013	NT	HAZ			T:27051	ICC/QBE/239797*User Notes*
5/1/2013	NT	HAZ			T:27051	Thatton/ RE/ Research / IDOC/10881050Forebearanc
5/1/2013	NT	HAZ			T:27051	Plan/ start 03/01/2013 end 05/31/2013/ correp
5/1/2013	NT	HAZ			T:27051	recd/ /coversheet page filing checkkist for 2011
5/1/2013	NT	HAZ			T:27051	taxes/no request made/response needed/action
5/1/2013	NT	HAZ			T:27051	accept
5/1/2013	NT	HAZ			T:27051	ICC/QBE/239797 **Document Completed**
5/1/2013	NT	HAZ			T:27051	Document Number 10881045
5/1/2013	NT	HAZ			T:27051	Doc Correspondence
5/1/2013	NT	HAZ			T:27050	ICC/QBE/239797*User Notes*
5/1/2013	NT	HAZ			T:27050	Thatton/ RE/ Research / IDOC/10881045/
5/1/2013	NT	HAZ			T:27050	Forebearance Plan/ start 03/01/2013 end
5/1/2013	NT	HAZ			T:27050	05/31/2013/ correp recd/cpy of application for
5/1/2013	NT	HAZ			T:27050	Financial Analysis of the claim property/no
5/1/2013	NT	HAZ			T:27050	request made/response needed/action accept
5/1/2013	NT	HAZ			T:27052	ICC/QBE/239797 **Document Completed**
5/1/2013	NT	HAZ			T:27052	Document Number 10881048
5/1/2013	NT	HAZ			T:27052	Doc Correspondence
5/1/2013	NT	HAZ			T:27050	ICC/QBE/239797*User Notes*
5/1/2013	NT	HAZ			T:27050	Thatton/ RE/ Research / IDOC/10881039/
5/1/2013	NT	HAZ			T:27050	Forebearance Plan/ start 03/01/2013 end
5/1/2013	NT	HAZ			T:27050	05/31/2013/ correp recd/ltr frm h/o copy of
5/1/2013	NT	HAZ			T:27050	Financial Analysis form for claim property/no
5/1/2013	NT	HAZ			T:27050	request made/response needed/action accept
5/1/2013	NT	HAZ			T:27051	ICC/QBE/239797 **Document Completed**
5/1/2013	NT	HAZ			T:27051	Document Number 10881039
5/1/2013	NT	HAZ			T:27051	Doc Correspondence
5/1/2013	NT	HAZ			T:27050	ICC/QBE/239797*User Notes*
5/1/2013	NT	HAZ			T:27050	Thatton/ RE/ Research / IDOC/10881039/
5/1/2013	NT	HAZ			T:27050	Forebearance Plan/ start 03/01/2013 end
5/1/2013	NT	HAZ			T:27050	05/31/2013 correp recd/36pg ltr frm Total care
5/1/2013	NT	HAZ			T:27050	Insurance Repair, Inc
5/1/2013	NT	HAZ			T:27051	ICC/QBE/239797*User Notes*
5/1/2013	NT	HAZ			T:27051	cont: tid #10881039 sent to h/o outlining the
5/1/2013	NT	HAZ			T:27051	inspection on property/ per ltr a copy was
5/1/2013	NT	HAZ			T:27051	giving to Fidelity Insur Adjuster and to the H/O

5/1/2013	NT	HAZ	Doc 70607	Filed 12/22/14	Entered 08/22/14 16:18:16	Public adjuster/ /no request made/response needed/action accept
5/1/2013	NT	HAZ	Doc 741030	Filed 08/22/14	Entered 08/22/14 16:18:16	Exhibit X
5/1/2013	NT	HAZ				Smith Servicing Note Pg 861 of 874 Pg 411 of 51
5/1/2013	NT	HAZ				T:27050 ICC/QBE/239797 **Document Completed**
5/1/2013	NT	HAZ				T:27050 Document Number 10881041
5/1/2013	NT	HAZ				T:27050 Doc Correspondence
5/1/2013	NT	HAZ				T:27050 ICC/QBE/239797*User Notes*
5/1/2013	NT	HAZ				T:27050 Thatton/ RE/ Research / IDOC/10881041/
5/1/2013	NT	HAZ				T:27050 Forebearance Plan/ start 03/01/2013 end
5/1/2013	NT	HAZ				T:27050 05/31/2013 correpondence/Property Damage Review
5/1/2013	NT	HAZ				T:27050 Form/ no request made/response needed/action
5/1/2013	NT	HAZ				T:27050 accept
5/1/2013	NT	DM				T:22815 FHLMC EDR 04/30/13- 9 11/28/2012
5/2/2013	DM					T:00000 EARLY IND: SCORE 169 MODEL EI90C
5/2/2013	NT	HAZ				T:27052 ICC/QBE/239797*User Notes*
5/2/2013	NT	HAZ				T:27052 JAltnether/RE/Research/Correspondence/ fb 12/1/1
5/2/2013	NT	HAZ				T:27052 ***response letter mailed***
5/2/2013	NT	HAZ				T:27051 ICC/QBE/239797 **Document Completed**
5/2/2013	NT	HAZ				T:27051 Document Number 10881047
5/2/2013	NT	HAZ				T:27051 Doc Correspondence
5/2/2013	NT	HAZ				T:27050 ICC/QBE/239797*User Notes*
5/2/2013	NT	HAZ				T:27050 KBergner/ RE/ Research / IDOC TID 10881047/
5/2/2013	NT	HAZ				T:27050 Correspondence has been Received. Please Review
5/2/2013	NT	HAZ				T:27050 Doc/ loan FBP Current 5/31/13/ Rcvd. Bwrs.
5/2/2013	NT	HAZ				T:27050 Personal Financial Hardship Affidavit. No
5/2/2013	NT	HAZ				T:27050 request/no response reqd./Action: Accept
5/2/2013	NT	CSH				T:04515 Posted loss draft funds rcvd from Balboa--90413.9
5/2/2013	NT	HAZ				T:27053 ICC/QBE/239797 **Document Completed**
5/2/2013	NT	HAZ				T:27053 Document Number 10881042
5/2/2013	NT	HAZ				T:27053 Doc Legal Correspondence
5/2/2013	NT	HAZ				T:27050 ICC/QBE/239797*User Notes*
5/2/2013	NT	HAZ				T:27050 ADorney-RE-Research-IDOC TID10881042-1.Legal
5/2/2013	NT	HAZ				T:27050 Correspondence has been Received. Please Review
5/2/2013	NT	HAZ				T:27050 Document-FB Plan, 12-1-12-brwr advsing of
5/2/2013	NT	HAZ				T:27050 dispute and request for deposit and to apply
5/2/2013	NT	HAZ				T:27050 funds to mort payment. MLSR. Action: Accept
5/2/2013	NT	HAZ				T:27052 ICC/QBE/239797 **Document Completed**
5/2/2013	NT	HAZ				T:27052 Document Number 10881033
5/2/2013	NT	HAZ				T:27052 Doc Legal Correspondence
5/2/2013	NT	HAZ				T:27051 ICC/QBE/239797*User Notes*
5/2/2013	NT	HAZ				T:27051 ADorney-RE-Research-IDOC TID10881033-1.Legal

5/2/2013	NT	HAZ	Doc 70607	07	Filed 03/22/14	T:27051	Correspondence has been Received. Please Review
5/2/2013	NT	HAZ	Doc 741030	30	Filed 03/21/14	T:27051	Document-FB Plan, 12-1-12-Request from brwr to
5/2/2013	NT	HAZ				T:27051	deposit funds and apply to mort payments to keep
5/2/2013	NT	HAZ				T:27051	current. Called brwr @732-462-6672,
5/2/2013	NT	HAZ				T:27051	ICC/QBE/239797*User Notes*
5/2/2013	NT	HAZ				T:27051	ADorney-Cont'd-spoke w/ Edward, advs'd that we
5/2/2013	NT	HAZ				T:27051	have deposited the insurance proceeds. Also
5/2/2013	NT	HAZ				T:27051	advs'd can not apply funds to their mort
5/2/2013	NT	HAZ				T:27051	payments. He advs'd that he is still in dispute
5/2/2013	NT	HAZ				T:27051	w/ the ins co to obtain more funds. RLM. Action:
5/2/2013	NT	HAZ				T:27051	Accept
5/3/2013	NT	HAZ				T:27050	ICC/QBE/239797 **Document Completed**
5/3/2013	NT	HAZ				T:27050	Document Number 10934438
5/3/2013	NT	HAZ				T:27050	Doc Outgoing Correspondence from System
5/3/2013	NT	HAZ				T:27051	ICC/QBE/239797*User Notes*
5/3/2013	NT	HAZ				T:27051	M.NEUMANN.. RE/ DR/ TID 10934438/ FBPlan Start
5/3/2013	NT	HAZ				T:27051	03-01-2013End 05-31-2013. . Outgoing
5/3/2013	NT	HAZ				T:27051	Correspondence . ActionA/R
5/6/2013	FSV		0	00	1	T:00000	INSP TYPE D ORDERED; REQ CD =AUTO DELQ
5/9/2013	CBR		0	00	1	T:00000	CR BUR RPT STATUS=N;EXPIRE DT = 06/14/13
5/9/2013	CBR		0	00	1	T:00000	MANUAL REQUEST: CBR SPECIAL COMMENT = AW
5/9/2013	CBR		0	00	1	T:00000	DELINQUENT: 150 DAYS
5/9/2013	NT	HAZ				T:27050	ICC/QBE/239797*User Notes*
5/9/2013	NT	HAZ				T:27050	BR FOLLOW-UP: A Letter was mailed Follow Up with
5/9/2013	NT	HAZ				T:27050	BorrowerLOAN STATUS: Forbearance Plan SOR RE
5/9/2013	NT	HAZ				T:27050	BAL: \$90,413.90 CONTACT MADE: noREASON: per
5/9/2013	NT	HAZ				T:27050	previous notes on 05/02/13 from rep AD, spk w/
5/9/2013	NT	HAZ				T:27050	h/o about claim and draw status
5/9/2013	NT	HAZ				T:27050	ICC/QBE/239797*User Notes*
5/9/2013	NT	HAZ				T:27050	SENT STATUS LETTER: yes NEXT STEP: 1st draw W/P
5/9/2013	NT	HAZ				T:27050	host, w/c, w9 ACTION: print ltr
5/9/2013	PPT						MTR
5/9/2013	PPT						TASK:0002-FSV-CHANGD FUPDT 06/06/13
5/9/2013	NT	FSV				T:02367	Working on 2 task. Acct in coll, Alert is
5/9/2013	NT	FSV				T:02367	Forbearance Plan, **will monitor** - Suhasini-2367
5/10/2013	NT	HAZ				T:27050	ICC/QBE/ELR Tracking No 239797
5/10/2013	NT	HAZ				T:27050	**Draw Approved**
5/10/2013	NT	HAZ				T:27050	Draw Amount \$:20000.00
5/10/2013	NT	HAZ				T:27050	Draw Event:Initial
5/10/2013	NT	HAZ				T:27050	Loan Status:Forbearance Plan

5/10/2013	NT	HAZ	Doc 79607	Filed 08/22/14	T:27050	ICC/QBE/239797*User Notes*
5/10/2013	NT	HAZ	Doc 741030	Filed 08/22/14	T:27050	EOrtiz/RE/TID10080543/Draw Approval
5/10/2013	NT	HAZ			T:27050	Queue**Initial drw iao 20000.00, h/o stmnt, ins
5/10/2013	NT	HAZ			T:27050	est, w/c(invalid does not cover the full scope of
5/10/2013	NT	HAZ			T:27050	work)Loan is in f/b ending on 05/31/13,
5/10/2013	NT	HAZ			T:27050	UPB264,993.14,per sandy guidelines, Action:
5/10/2013	NT	HAZ			T:27050	Approved***
5/10/2013	NT	HAZ			T:27050	ICC/QBE/239797 *Document Generated*
5/10/2013	NT	HAZ			T:27050	Document Number 11005571
5/10/2013	NT	HAZ			T:27050	Doc Outstanding Docs
5/13/2013	NT	DDSG			T:02657	Spoke to borr 2; advsd calling on forbearance plan
5/13/2013	NT	DDSG			T:02657	On the acct; goes thru 5/31/13, no l/c or neg cred
5/13/2013	NT	DDSG			T:02657	during the plan; pmts are not deferred or
5/13/2013	NT	DDSG			T:02657	forgiven and will be due at the end of the plan
5/13/2013	NT	DDSG			T:02657	if pmts are not made during the time; if unable to
5/13/2013	NT	DDSG			T:02657	bring current by the end of the plan, borr may
5/13/2013	NT	DDSG			T:02657	submit for a mod or repay but cannot make any
5/13/2013	NT	DDSG			T:02657	guarantees of approval; advsd not to submit for
5/13/2013	NT	DDSG			T:02657	mod or rpp while in fbr as can only do one at a
5/13/2013	NT	DDSG			T:02657	time and if either is considered fbr plan will
5/13/2013	NT	DDSG			T:02657	cancel; borr acknowledged understands and will
5/13/2013	NT	DDSG			T:02657	look into options when fbr is over
5/13/2013	DM				T:02657	<U>SEE DDSG NOTES FOR DETAILS</U>: OBC TO
5/13/2013	DM				T:02657	732-462-6672 ON A DISASTER FB PLAN F/U. SPOKE
5/13/2013	DM				T:02657	TO B1, WENT OVER THE TERMS OF THE FB PLAN.
5/13/2013	DM				T:02657	<U>SEE DDSG NOTES FOR DETAILS</U>
5/13/2013	DM				T:02657	ACTION/RESULT CD CHANGED FROM BRLM TO BRSS
5/14/2013	NT	HAZ			T:27050	ICC/QBE/239797*User Notes*
5/14/2013	NT	HAZ			T:27050	CRicketts/Accom/ TID: 10080543/ Loan Status:
5/14/2013	NT	HAZ			T:27050	Forbearance Plan/ Due Date: 12.1.12/ Request:
5/14/2013	NT	HAZ			T:27050	Received H/O stmnt (TID 11035297) **CONT**
5/14/2013	NT	HAZ			T:27050	ICC/QBE/239797*User Notes*
5/14/2013	NT	HAZ			T:27050	**CONT** with h/o request to apply funds to
5/14/2013	NT	HAZ			T:27050	mortgage./ Rvwd File: Per A.D. notes 5.2.13 he
5/14/2013	NT	HAZ			T:27050	called bwr and advised that funds cannot be
5/14/2013	NT	HAZ			T:27050	applied to mtg pymnts./ Outcome: Cld bwr
5/14/2013	NT	HAZ			T:27050	732.462.6672 LM req call bck to advise if
5/14/2013	NT	HAZ			T:27050	ICC/QBE/239797*User Notes*

5/14/2013	NT	HAZ	1212020 mtg	Doc 7410 30	07	Filed 03/22/14	Entered 03/22/14	1592711	**CONT** bwr is repairing home. if not a letter of intent is required before this can be sent
5/14/2013	NT	HAZ						7:27050	Smith Servicing Note Pg 864 of 874 Pg 14 of 51
5/14/2013	NT	HAZ						T:27050	for rvw. If bwr is repairing home funds cannot
5/14/2013	NT	HAZ						T:27050	be applied to mtg. Gv C/S#, ELR./ Action:
5/14/2013	NT	HAZ						T:27050	Approve/Resolved
5/14/2013	NT	HAZ						T:27050	ICC/QBE/239797 **Document Completed**
5/14/2013	NT	HAZ						T:27050	Document Number 11035297
5/14/2013	NT	HAZ						T:27050	Doc Homeowners Statement
5/14/2013	NT	HAZ						T:27050	ICC/QBE/239797*User Notes*
5/14/2013	NT	HAZ						T:27050	Trucker/RE/DR/TID 11035297/FOREBEARANCE 12.1.201
5/14/2013	NT	HAZ						T:27050	HST: INVALID- NO GC OR OGC INDICATED
5/14/2013	NT	HAZ						T:27051	ICC/QBE/239797*User Notes*
5/14/2013	NT	HAZ						T:27051	Walls Standing: ALL WALLS Signed: YES Action:
5/14/2013	NT	HAZ						T:27051	ACCEPT * H/O STATES ON THE DOC THE HE WANTS
5/14/2013	NT	HAZ						T:27051	FUNDS APPLIED TO MRTG; CREATING ACCOM FOR LENDER
5/14/2013	NT	HAZ						T:27051	RELATNS REVIEW.
5/15/2013	NT	HAZ						T:27051	ICC/QBE/ELR Tracking No 239797
5/15/2013	NT	HAZ						T:27051	**Deposit Submitted**
5/15/2013	NT	HAZ						T:27051	Doc Type:Draw Check
5/15/2013	NT	HAZ						T:27051	Deposit Amt:\$ 20000.00
5/15/2013	NT	HAZ						T:27051	ICC/QBE/239797*User Notes*
5/15/2013	NT	HAZ						T:27051	BR F/U: Next Draw was just denied. Review file
5/15/2013	NT	HAZ						T:27051	for Next Steps...Loan stat: FB Plan..Sor Re
5/15/2013	NT	HAZ						T:27051	Bal:70,143.90..Contact made: No..Reason: drw was
5/15/2013	NT	HAZ						T:27051	aprvd in error, rep
5/15/2013	NT	HAZ						T:27050	ICC/QBE/239797*User Notes*
5/15/2013	NT	HAZ						T:27050	cld brwr 05/14..Snt Status ltr: Yes..Estimated
5/15/2013	NT	HAZ						T:27050	Completion Date: n/a.INVESTOR:n/a..Next Step:1st
5/15/2013	NT	HAZ						T:27050	drw or file revw..W/P: ho/st or ltr of no intent
5/15/2013	NT	HAZ						T:27050	to repair..Action: Prnt Ltr
5/15/2013	NT	HAZ						T:27052	ICC/QBE/239797 **Document Completed**
5/15/2013	NT	HAZ						T:27052	Document Number 11027655
5/15/2013	NT	HAZ						T:27052	Doc Draw Check
5/15/2013	NT	HAZ						T:27051	ICC/QBE/239797*User Notes*
5/15/2013	NT	HAZ						T:27051	AMartinez/RE/CheckQ/DCHK/TID11027655/Draw Check
5/15/2013	NT	HAZ						T:27051	Received however Monetary Stop Exists/Fb Plan
5/15/2013	NT	HAZ						T:27051	03/01/13- 05/31/13 Rcvd Drw Ck IAO \$20,000.00
5/15/2013	NT	HAZ						T:27051	(Unendo) ck#12681673, per notes below draw
5/15/2013	NT	HAZ						T:27051	approved in error, Action: Draw Redeposit
5/16/2013	NT	CSH						T:04515	Posted loss draft funds rcvd from Balboa--20000

5/16/2013	NT	HAZ	Doc 791007	07	12/22/14	T:27050	ICC/QBE/239797*Document Generated*
5/16/2013	NT	HAZ	Doc 741030	30	08/21/14	T:27050	ICC/QBE/239797*Document Number 11059354
5/16/2013	NT	HAZ				T:27050	Doc Outstanding Docs
5/17/2013	NT	HAZ				T:27050	ICC/QBE/239797*User Notes*
5/17/2013	NT	HAZ				T:27050	BSellers re research DEPT 11055278 FB cur 5/31/1
5/17/2013	NT	HAZ				T:27050	Rules want to go to Workflow and Deposit*Deposit
5/17/2013	NT	HAZ				T:27050	\$20000 has posted action close task
5/20/2013	NT	AOME				T:22448	Assignment Executed
5/21/2013	FSV		0	00	1	T:00000	INSP TP D RESULTS RCVD; ORD DT=05/06/13
5/21/2013	D28		0	DT	8		FORCED BILLING STATEMENT FROM REPORT R628
5/23/2013	NT	HAZ				T:27050	ICC/QBE/239797 **Document Completed**
5/23/2013	NT	HAZ				T:27050	Document Number 11122738
5/23/2013	NT	HAZ				T:27050	Doc Homeowners Statement
5/23/2013	NT	HAZ				T:27050	ICC/QBE/239797*User Notes*
5/23/2013	NT	HAZ				T:27050	Placy /RE/DR/TID 11122738FB Plan3/1/13-5/31/13
5/23/2013	NT	HAZ				T:27050	Invid document typeHOST Invidl Reason: STATING
5/23/2013	NT	HAZ				T:27050	NO INTENT TO REPAIR action: CLD H/O
5/23/2013	NT	HAZ				T:27050	732-462-6672 LVMADVSD NEED LTR STATING NOT GOING
5/23/2013	NT	HAZ				T:27050	TO RERAI Raccept
5/28/2013	NT	HAZ				T:27051	ICC/QBE/239797 **Document Completed**
5/28/2013	NT	HAZ				T:27051	Document Number 11122737
5/28/2013	NT	HAZ				T:27051	Doc Legal Correspondence
5/28/2013	NT	HAZ				T:27050	ICC/QBE/239797*User Notes*
5/28/2013	NT	HAZ				T:27050	ADorney-RE-Research-IDOC TID11122737-1.Legal
5/28/2013	NT	HAZ				T:27050	Correspondence has been Received. Please Review
5/28/2013	NT	HAZ				T:27050	Document-FB Plan, 12-1-12-rqst to apply funds to
5/28/2013	NT	HAZ				T:27050	mortgage payments. Called brwr @732-462-6672,
5/28/2013	NT	HAZ				T:27050	lvm advsing cant apply funds. MLSR. Action:
5/28/2013	NT	HAZ				T:27050	Accept
5/29/2013	NT	HAZ				T:27051	ICC/QBE/239797*User Notes*
5/29/2013	NT	HAZ				T:27051	JAltnether/RE/Research/Correspondence/ fb 12/1/1
5/29/2013	NT	HAZ				T:27051	***response letter mailed***
5/30/2013	CIT	COL66				T:18473	011 NEW CIT822-LSMIT DENIAL PROCESS
5/30/2013	CIT	COL66				T:18473	pls cancel the fbr since b2 mde total pmt plus
5/30/2013	CIT	COL66				T:18473	the june's due iao \$1900.68. cn
5/30/2013	CIT	COL66				T:18473	20130531166698987. mary a8412310
5/30/2013	DM					T:18473	'
5/30/2013	DM					T:18473	ACTION/RESULT CD CHANGED FROM BRCP TO BRCP
5/30/2013	DM					T:18473	TT AARON FROM INS CLAIMS TT B2. MM & QD. ADV OF
5/30/2013	DM					T:18473	FBR ENDING TOM. ADV BR EXPIRY, ASKD TO STOP ANY

5/30/2013	DM					T:18473	REKEY SINCE IT'S BEING SUPERVISED BY REALTOR IN
5/30/2013	DM					T:18473	THE AREA FOR THE IT'S UP FOR SALE. IT WAS VACANT
5/30/2013	DM					T:18473	SINCE 10/29/12 WHERE IN THE HURR SANDY HIT THE
5/30/2013	DM					T:18473	AREA & RENTERS MOVED OUT, MDE PROCE
5/30/2013	DM					T:18473	ACTION/RESULT CD CHANGED FROM OAAI TO BRCP
5/30/2013	DM					T:18473	ESS PBP ON 0531 IAO \$19001.68. CN
5/30/2013	DM					T:18473	20130531166698987. MARY A8412310
5/30/2013	DM					T:18473	ACTION/RESULT CD CHANGED FROM OAAI TO OAAI
5/30/2013	DM					T:18473	GAIN THE CUSTOMERS COMMITMENT TO RESOLVE THE
5/30/2013	DM					T:18473	DELINQUENCY THROUGH A PROMISE TO PAY OR REPAYMENT
5/30/2013	DM					T:18473	PLAN. INBOUND CALL
5/30/2013	DM					T:18473	ACTION/RESULT CD CHANGED FROM BRSS TO OAAI
5/30/2013	CIT	COL66				T:18473	010 NEW CIT780-PROPERTY PRESERVATION URGENT
5/30/2013	CIT	COL66				T:18473	pls stop any rekey on the prop since b2 ci
5/30/2013	CIT	COL66				T:18473	today to adv that the prop is shown & being
5/30/2013	CIT	COL66				T:18473	supervised by a realtor for it's up for sale.
5/30/2013	CIT	COL66				T:18473	placing the tlr# 31317 but sys sd invalid tlr)
5/30/2013	CIT	COL66				T:18473	mary a8412310
5/30/2013	NT	HAZ				T:27050	ICC/QBE/239797*User Notes*
5/30/2013	NT	HAZ				T:27050	SPK W/ Edward CALLER'S#: 732-462-6672 CIR: call
5/30/2013	NT	HAZ				T:27050	rcvd ADV: to please fax personal ltr of no
5/30/2013	NT	HAZ				T:27050	intent to repair for further review, warm trans
5/30/2013	NT	HAZ				T:27050	to c/s for pmt quest's.
5/31/2013	DM					T:00000	PROMISE KEPT 05/30/13 PROMISE DT 05/31/13
5/31/2013	DM					T:00000	PROMISE KEPT 05/30/13 PROMISE DT 05/31/13
5/31/2013	DM					T:00000	PROMISE KEPT 05/30/13 PROMISE DT 05/31/13
5/31/2013	DM					T:00000	PROMISE KEPT 05/30/13 PROMISE DT 05/31/13
5/31/2013	DM					T:00000	PROMISE KEPT 05/30/13 PROMISE DT 05/31/13
5/31/2013	DM					T:00000	PROMISE KEPT 05/30/13 PROMISE DT 05/31/13
5/31/2013	DM					T:00000	PROMISE KEPT 05/30/13 PROMISE DT 05/31/13
5/31/2013	DM					T:00000	PROMISE KEPT 05/30/13 PROMISE DT 05/31/13
5/31/2013	DM					T:00000	PROMISE BROKEN 05/31/13 PROMISE DT 05/31/13
5/31/2013	NT	HAZ				T:27050	ICC/QBE/239797 **Document Completed**
5/31/2013	NT	HAZ				T:27050	Document Number 11192544
5/31/2013	NT	HAZ				T:27050	Doc Outgoing Correspondence from System
5/31/2013	NT	HAZ				T:27050	ICC/QBE/239797*User Notes*
5/31/2013	NT	HAZ				T:27050	MBishop/RE/DR//FB Plan Curr
5/31/2013	NT	HAZ				T:27050	07.01.2013//TID11192544//outgoing correspondence
5/31/2013	NT	HAZ				T:27050	fr system:Advised we are unable to apply ins
5/31/2013	NT	HAZ				T:27050	fund to mortgage// Action: accept and reprocess
5/31/2013	PPT						mtr

5/31/2013	PPT	1212020 mg 9	Doc 7410 30	706 07	Filed 08/22/14	Entered 08/22/14 16:18:15	TASK:0002 FSV:CHANGD EUPDT: 06/28/13
5/31/2013	CIT	COL40					010 DONE 05/31/13 BY TLR 18621
5/31/2013	CIT	COL40					Smith Servicing Note
5/31/2013	CIT	COL40				T:18621	TSK TYP 780-PROPERTY PRESER
5/31/2013	CIT	COL40				T:18621	010 Closing cit 780pls stop any rekey on the prop
5/31/2013	CIT	COL40				T:18621	since b2 ci today to adv that the prop is
5/31/2013	CIT	COL40				T:18621	shown & being supervised by a realtor for it's
5/31/2013	CIT	COL40				T:18621	up for sale. placing the tlr# 31317 but sys sd
5/31/2013	CIT	COL40				T:18621	invalid tlr), forbearance Plan alert on accct,
5/31/2013	CIT	COL40				T:18621	no work ordered, Janga-18621
5/31/2013	NT	TCUSD				T:21718	Borrower refused the traditional workout.
6/3/2013	NT	DM				T:22815	FHLMC EDR 05/31/13- 20 5/31/2013
6/3/2013	CIT	COL09				T:12303	012 NEW CIT261-FULFMNT INVESTOR NOTICE
6/3/2013	CIT	COL09				T:12303	New CIT 261 - Please notify investor of
6/3/2013	CIT	COL09				T:12303	cancellation and/or denial via ancillary
6/3/2013	CIT	COL09				T:12303	system if applicable.
6/3/2013	LMT						FILE CLOSED (7) COMPLETED 06/03/13
6/3/2013	LMT						LOSS MIT DENIED OTHER
6/4/2013	CIT	COL09				T:02571	011 DONE 06/04/13 BY TLR 02571
6/4/2013	CIT	COL09				T:02571	TSK TYP 822-LSMIT DENIAL PR
6/4/2013	CIT	COL09				T:02571	011 Close CIT#822. Borrower refused the
6/4/2013	CIT	COL09				T:02571	traditional workout.
6/4/2013	NT	LMLTR				T:02571	M020 Modification denial letter requested from
6/4/2013	NT	LMLTR				T:02571	Vendor.
6/4/2013	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
6/5/2013	NT	FSV				T:26709	Loan on - Current Loans with Prop Pres
6/5/2013	NT	FSV				T:26709	Module Open Report - Refreshed and
6/5/2013	NT	FSV				T:26709	sent to distribution list, ran script
6/5/2013	NT	FSV				T:26709	dsusc053. Srinu 26709.
6/6/2013	NT	FSV				T:31685	"Loan on Current Loan with Prop Pres Module Open
6/6/2013	NT	FSV				T:31685	will shut down prop pres unless a CV task is
6/6/2013	NT	FSV				T:31685	opened. Place cancel all on insp and maintenance"
6/6/2013	NT	FSV				T:31685	Kalyan
6/6/2013	PPT						FILE CLOSED (2) COMPLETED 06/06/13
6/7/2013	NT	CBR				T:01475	Removed Credit Suppression Flag.
6/13/2013	CBR		0	00	1	T:00000	PREVIOUSLY REPORTED DELINQUENT:NOW CURRENT
6/13/2013	CBR		0	00	1	T:00000	CURRENT: < 30 DAYS
6/17/2013	CIT	COL27				T:01753	012 DONE 06/17/13 BY TLR 01753
6/17/2013	CIT	COL27				T:01753	TSK TYP 261-FULFMNT INVESTO
6/17/2013	CIT	COL27				T:01753	012 Closing CIT 261 No Workout to Cancel in WP2
6/17/2013	NT	CBR				T:01475	Suppressed credit due to DS. Suppression will

6/17/2013	NT	12-12020 mg 9	Doc 7410 30	07	Filed 08/22/14	Entered 08/22/14 16:38:15	Exhibit 7
6/21/2013	NT					7:19336	CHECK NUMBER . CHECK DATED 00/00/00 FOR
6/21/2013	NT					T:19336	242.45 REVERSED-MISAPPLIED
6/27/2013	NT	HAZ				T:27050	ICC/QBE/239797*User Notes*
6/27/2013	NT	HAZ				T:27050	BR FOLLOW-UP:30 Day brwr F/U LOAN STATUS:Curren
6/27/2013	NT	HAZ				T:27050	SOR RE BAL:\$90,413.90 CLD BRW @ 732-462-6672
6/27/2013	NT	HAZ				T:27050	lft msg for borw to send in a ltr of no intent
6/27/2013	NT	HAZ				T:27050	to be faxed so that we can move
6/27/2013	NT	HAZ				T:27050	ICC/QBE/239797*User Notes*
6/27/2013	NT	HAZ				T:27050	forward on him claimSENT STATUS LETTER: Yes
6/27/2013	NT	HAZ				T:27050	Estimated Completion Date: unknownNEXT STEP:1st
6/27/2013	NT	HAZ				T:27050	draw W/P: Host,w/c,w-9 or denial ltr ACTION:
6/27/2013	NT	HAZ				T:27050	print ltr
6/28/2013	NT	HAZ				T:27050	ICC/QBE/239797 *Document Generated*
6/28/2013	NT	HAZ				T:27050	Document Number 11488552
6/28/2013	NT	HAZ				T:27050	Doc Outstanding Docs
7/1/2013	NT	AOMR				T:12535	Assignment Recorded
7/5/2013	DM					T:00000	EARLY IND: SCORE 001 MODEL EI16C
7/5/2013	DMD					T:22222	07/05/13 14:30:11 AUTOVOICE
7/5/2013	DMD					T:22222	07/05/13 16:33:36 RINGING
7/5/2013	DMD					T:22222	07/05/13 18:46:56 RINGING
7/8/2013	DMD					T:22222	07/08/13 11:26:11 AUTOVOICE
7/8/2013	DMD					T:22222	07/08/13 14:18:27 REORDER
7/8/2013	DMD					T:22222	07/08/13 14:42:27 SUCCESSFUL
7/8/2013	DMD					T:22222	07/06/13 12:25:47 AUTOVOICE
7/8/2013	DMD					T:22222	07/06/13 14:56:07 DISCONN
7/8/2013	DMD					T:22222	07/06/13 17:08:08 RINGING
7/8/2013	DM					T:16131	OBC TTB2 PBP\$2679.89 071013
7/8/2013	DM					T:16131	CONF#20130710169627487. SALVEB8412445
7/8/2013	DM					T:16131	ACTION/RESULT CD CHANGED FROM OAAI TO BRCP
7/8/2013	DM					T:16131	GAIN THE CUSTOMERS COMMITMENT TO RESOLVE THE
7/8/2013	DM					T:16131	DELINQUENCY THROUGH A PROMISE TO PAY OR REPAYMENT
7/8/2013	DM					T:16131	PLAN. OUTBOUND CALL
7/8/2013	DM					T:16131	ACTION/RESULT CD CHANGED FROM BRCP TO OAAI
7/9/2013	NT	HAZ				T:27050	ICC/QBE/239797*User Notes*
7/9/2013	NT	HAZ				T:27050	JGuzman/RE/Research/TID 11544004 crnt 7.1.13
7/9/2013	NT	HAZ				T:27050	Correspondence has been received. Please Review
7/9/2013	NT	HAZ				T:27050	***
7/9/2013	NT	HAZ				T:27050	ICC/QBE/239797*User Notes*
7/9/2013	NT	HAZ				T:27050	****Document; bwr req ins funds be applied towrd

7/9/2013	NT	HAZ	Doc 79107	Filed 08/22/14	Entered 08/22/14 10:18:15	the UPB to keep acct crnt; adv that at this time
7/9/2013	NT	HAZ	Doc 741030	Filed 08/21/14	Entered 08/21/14 10:18:15	they are no making repairs to property due to
7/9/2013	NT	HAZ				settlement; c/o to bwr @ 732-462-6672Nis when
7/9/2013	NT	HAZ				bwr c/b PLS adv the funds***
7/9/2013	NT	HAZ				ICC/QBE/239797*User Notes*
7/9/2013	NT	HAZ				*** have not been deposited iao 9,776.65 pend
7/9/2013	NT	HAZ				verification if its a copy of the ck or live ck
7/9/2013	NT	HAZ				per 7.9.13 notes; and that are for the intent to
7/9/2013	NT	HAZ				repair the home not keep UPB crtn;
7/9/2013	NT	HAZ				Action:Defer
7/9/2013	NT	HAZ				ICC/QBE/239797 **Document Completed**
7/9/2013	NT	HAZ				Document Number 11544005
7/9/2013	NT	HAZ				Doc Outgoing Correspondence from System
7/9/2013	NT	HAZ				ICC/QBE/239797*User Notes*
7/9/2013	NT	HAZ				PCallahan/re/dr/curr 07/01/2013/ TID 11544005/
7/9/2013	NT	HAZ				f/b copy of insur ck \$9,775.65/ sent e-mail to
7/9/2013	NT	HAZ				ccuplds to pull ck to verify it is only copy/
7/9/2013	NT	HAZ				action: accept
7/9/2013	NT	HAZ				amp; reprocess
7/10/2013	DM					PROMISE KEPT 07/09/13 PROMISE DT 07/10/13
7/10/2013	DM					PROMISE BROKEN 07/10/13 PROMISE DT 07/10/13
7/10/2013	CBR		0	00	1	CURRENT: < 30 DAYS
7/10/2013	NT	HAZ				ICC/QBE/239797*User Notes*
7/10/2013	NT	HAZ				JAltnether/RE/Research/Correspondence/ current
7/10/2013	NT	HAZ				8/1/13 ***response letter mailed***
7/10/2013	NT	HAZ				ICC/QBE/239797 **Document Completed**
7/10/2013	NT	HAZ				Document Number 11544004
7/10/2013	NT	HAZ				Doc Correspondence
7/10/2013	NT	HAZ				ICC/QBE/239797*User Notes*
7/10/2013	NT	HAZ				JGuzman/RE/Research/TID 11544004 crnt 8.1.13
7/10/2013	NT	HAZ				following up Correspondence has been received.
7/10/2013	NT	HAZ				Please Review Document; check was just a copy
7/10/2013	NT	HAZ				pls adv bwr when they call that we need the live
7/10/2013	NT	HAZ				ck; RL requested Action:Accept
7/11/2013	D28		0	DT	8	BILLING STATEMENT FROM REPORT R628
7/15/2013	NT	HAZ				ICC/QBE/239797 **Document Completed**
7/15/2013	NT	HAZ				Document Number 11633163
7/15/2013	NT	HAZ				Doc Insurance Check
7/15/2013	NT	HAZ				ICC/QBE/239797 **Document Completed**
7/15/2013	NT	HAZ				Document Number 11612667

7/15/2013	NT	HAZ	Doc 70607	Filed 08/22/14	Entered 08/22/14 16:16	Doc:Outgoing Correspondence from System
7/15/2013	NT	HAZ	Doc 741030	Filed 08/22/14	Entered 08/22/14 16:16	ICC/QBE/239797*User Notes*
7/15/2013	NT	HAZ				Smith Servicing Note
7/15/2013	NT	HAZ				T:27050 jscott/RE/DR/TID11612667, LS-curr, tol-flood,
7/15/2013	NT	HAZ				T:27050 dol-10/29/12, outgoing correspondence fr system
7/15/2013	NT	HAZ				T:27050 to brwr reg req to apply funds to mortg: accept
7/15/2013	NT	HAZ				T:27050 and reprocess or Sent to sup
7/16/2013	NT	HAZ				T:27050 ICC/QBE/239797*User Notes*
7/16/2013	NT	HAZ				T:27050 ALaster/RE/Research/ELRT#10080543/ Loan:Current
7/16/2013	NT	HAZ				T:27050 Due:8.1.13/Sum of Funds Received Exceeds the
7/16/2013	NT	HAZ				T:27050 Loss Amount/ we are pending an updated est to
7/16/2013	NT	HAZ				T:27050 verify ttl loss amnt / updating loss amnt to
7/16/2013	NT	HAZ				T:27050 amnt rcvd until that is completed
7/16/2013	NT	HAZ				T:27050 ACTION:complete
7/16/2013	NT	HAZ				T:27050 ICC/QBE/239797*User Notes*
7/16/2013	NT	HAZ				T:27050 JAltnether/RE/ELR status Rec'd request for
7/16/2013	NT	HAZ				T:27050 appraisal. Downloaded from LookingGlass and
7/16/2013	NT	HAZ				T:27050 fwd'd to requesting rep.
7/16/2013	NT	HAZ				T:27050 ICC/QBE/239797 **Document Completed**
7/16/2013	NT	HAZ				T:27050 Document Number 11633164
7/16/2013	NT	HAZ				T:27050 Doc Correspondence
7/16/2013	NT	HAZ				T:27050 ICC/QBE/239797*User Notes*
7/16/2013	NT	HAZ				T:27050 JGuzman/RE/Research/TID 11633164 crnt 8.1.13
7/16/2013	NT	HAZ				T:27050 Correspondence has been received. Please Review
7/16/2013	NT	HAZ				T:27050 Document;bwr req deposit of ck iao 9,775.65; and
7/16/2013	NT	HAZ				T:27050 apply funds to keep acct current; c/o to ins co;
7/16/2013	NT	HAZ				T:27050 @8003566326 s/w Amy trns to Amy adjLVM; adj need
7/16/2013	NT	HAZ				T:27050 updated est; C/o to borr @ 732.462.6672; adv
7/16/2013	NT	HAZ				T:27050 pend ****
7/16/2013	NT	HAZ				T:27050 ICC/QBE/239797*User Notes*
7/16/2013	NT	HAZ				T:27050 ***revised Ins est funds rcvd exceed; monitored
7/16/2013	NT	HAZ				T:27050 amt; bwr stted that he feel like he needs more
7/16/2013	NT	HAZ				T:27050 funds to be able to replace the home with a
7/16/2013	NT	HAZ				T:27050 modular and bwr ins company is not paying out
7/16/2013	NT	HAZ				T:27050 full amount to replace; bwr understands that ins
7/16/2013	NT	HAZ				T:27050 funds are to be applied to repairs of home;
7/16/2013	NT	HAZ				T:27050 ADV: will need lender decision-- will need***
7/16/2013	NT	HAZ				T:27050 ICC/QBE/239797*User Notes*
7/16/2013	NT	HAZ				T:27050 *** suporting docs; intent letter purchase
7/16/2013	NT	HAZ				T:27050 agreement; orig appraisal(Requested); blueprints;
7/16/2013	NT	HAZ				T:27050 bwr also req a principle reduction adv need to

7/16/2013	NT	HAZ	Doc 79607	Filed 08/22/14	Entered 08/22/14 10:18:16	T:27050	talk directly to mortgage side; bwn stied will
7/16/2013	NT	HAZ	Doc 741030	Filed 08/22/14	Entered 08/22/14 10:18:16	T:27050	provide sup docs for replacing home for lender
7/16/2013	NT	HAZ				T:27050	Smith Servicing Note
7/16/2013	NT	HAZ				T:27050	decision; RL requested; Action:Accept
7/16/2013	NT	HAZ				T:27050	ICC/QBE/ELR Tracking No 239797
7/16/2013	NT	HAZ				T:27050	**Deposit Submitted**
7/16/2013	NT	HAZ				T:27050	Doc Type:Insurance Check
7/16/2013	NT	HAZ				T:27050	Deposit Amt:\$ 9775.65
7/17/2013	NT	HAZ				T:27050	ICC/QBE/239797*User Notes*
7/17/2013	NT	HAZ				T:27050	JGuzman_RE-Resrch; revd email with original
7/17/2013	NT	HAZ				T:27050	appraisal, having it scanned into file .
7/17/2013	NT	CSH				T:01657	Posted loss draft funds rcvd from Balboa--9775.65
7/17/2013	NT	HAZ				T:27050	ICC/QBE/239797*User Notes*
7/17/2013	NT	HAZ				T:27050	JAltnether/RE/Research/Correspondence/ current
7/17/2013	NT	HAZ				T:27050	8/1/13 ***response letter mailed***
7/18/2013	NT	HAZ				T:27050	ICC/QBE/239797*User Notes*
7/18/2013	NT	HAZ				T:27050	BSellers re research DEPT 11655296 cur 8/1/13
7/18/2013	NT	HAZ				T:27050	Rules want to go to Workflow and Deposit*
7/18/2013	NT	HAZ				T:27050	Deposit \$9775.65 posted action close task